

EPIDEMIOLOGIC INVESTIGATION REPORT

1. CASE NO.

920827CCN2484

69280196

2. INVESTIGATOR'S ID

8 9 2 9

3. OFFICE CODE

8 3 0

4. DATE OF
ACCIDENT

YR MO DAY
9 2 0 6 1 9

5. DATE
INVESTIGATION
INITIATED

YR MO DAY
9 2 0 9 0 3

6. SYNOPSIS OF ACCIDENT OR COMPLAINT

This investigation was initiated through a referral from the Wisconsin Consumer Protection Agency. The complaint involved an LP gas explosion allegedly due to an LP gas leak from the homeowner's furnace. Upon investigation it was determined that the furnace was the only gas powered appliance in the home, however, the cause of the explosion is unknown.

7. LOCATION (Home, School, etc.)

Home

1 0

8. CITY

Neshkoro

9. STATE

Wisconsin

W I

10A. FIRST PRODUCT

furnace

0 3 1 0

11A. TRADE/BRAND NAME, MODEL NUMBER,
MANUFACTURER & ADDRESS

Lennox Pulse

G14Q3-60-20

Dallas, TX

#5891A1

10B. SECOND PRODUCT

Gas Valve

0 3 1 0

11B. TRADE/BRAND NAME, MODEL NUMBER,
MANUFACTURER & ADDRESS

Unknown

12. AGE OF VICTIM

9 9 9

13. SEX (Use numerical code)

MALE -1
FEMALE -2
UNKNOWN -3

9

14. DISPOSITION

No Injury

0

15. INJURY DIAGNOSIS

No Injury

7 1

16. BODY PART

No Injury

9 9

17. RESPONDENT(S) (Mother, Friend)

Owner

1

18. TYPE INVESTIGATION
ON SITE 1
TELEPHONE 2
OTHER 3

1

19. TIME SPENT (H: M: S)

1 5 0

20. ATTACHMENTS

Multiple

9

21. CASE SOURCE

Complaint

0 7

22. REVIEWED BY

8 1 3 0

YR MO DAY
9 2 0 9 2 8

23. PERMISSION TO DISCLOSE NAMES

(NON-WEISS CASES ONLY)

CPSC MAY DISCLOSE MY NAME

XX

CPSC MAY NOT DISCLOSE MY NAME

24. NARRATIVE (See instructions on other side)

Attached

25. REGIONAL OFFICE DIRECTOR REVIEW

DATE

MFR/PRVLR NOTIFIED 6/5/98

No Comments made
Comments attached
Excisions/Revisions
Firm has not requested
further notice

MFR/PRVLR NOTIFIED 6/5/98

No Comments made
Comments attached
Excisions/Revisions
Firm has not requested
further notice

OCT 1 1992

920827CCN2484

SUMMARY:

This investigation was initiated through a referral from the Department of Agriculture, Trade & Consumer Protection. The complaint involved a home explosion allegedly caused by a Lennox LP furnace on 6/19/92. The parties involved in the investigation have been unable to reach a conclusion as to the source of the LP gas leak or the ignition source at this point, and therefore this report lays out various possible scenarios but it is also inconclusive.

PRE-INCIDENT:

The owner of the home indicated that he had owned and resided on this property in a trailer home for approximately two years prior to building the log home currently in use. He stated that the LP gas tank currently on the property was also used when he occupied the trailer and is therefore approximately 3 years old.

The single level home is approximately 864 square feet in size. The basement area was also in the process of being sectioned off for additional living space. The home has a full basement.

The home is located in a remote area in central Wisconsin. The area surrounding the log home is basically level. No nearby neighbors were visible.

The owner stated that he did much of the structural construction of the home personally, though he hired contractors to install all of the plumbing, heating and electrical systems.

The floor plan consisted of an "L" shaped living/dining and kitchen area, two bedrooms and a bathroom. The owner stated that the home was inspected by both the financing bank and the area building inspector prior to occupancy. Neither of these inspections showed any problem with the structure except for requesting the removal of a wood burning stove from the living room area of the home due to it being placed too closely to a living room wall. The owner stated that the stove had been removed, but was recently put back into the living room as they presently had no heat supply in the home. The stove was in place on the date of this inspection.

During 1/16/92 through 1/31/92, an area heating contractor installed the furnace in the home (see Exhibit B). He also installed the outside LP gas regulator located outside of the home and the hook up to the LP tank.

PRE-INCIDENT CONT.:

The owner stated that the tank was last filled in March or April by Tri County Gas out of Pardeeville, WI. I contacted this gas company at (608) 429-3216. I was referred to the driver who filled the tank and contacted the driver on 9/11/92. The driver stated that he filled the 500 gallon tank on 3/7/92. He did not recall noticing anything out of the ordinary and had serviced this home previously. He stated that the trailer home and gas line to both the trailer home and the log home were both in place on that date. He did no further work at the home since refilling the tank. It is unknown whether the area near the gas line to the home and the gas regulator on the outside of the home had been back filled with dirt on the date of his visit, however he doubted that it had been back filled as there was still snow on the ground at that time.

The owner stated that since installation of the furnace he has had his thermostat set at 60 degrees F. He stated that although the furnace was installed in January of 1992, he used the furnace "on and off" from January of 1992 until he occupied the home in May of 1992. He stated that prior to being told to take the wood burning stove out, the stove was used more than the furnace, however he did not experience any problems with the furnace prior to the date of this incident.

The owner did indicate that a "couple of weeks" prior to this incident his wife smelled gas. He went to the basement and conducted soap testing on all of the outside furnace connections, but did not find any leaks. He did no testing on the inside of the furnace, stating that he never opened the furnace door after the furnace's installation until looking inside the furnace after the explosion.

On the date of this incident, 6/19/92, the owner stated that he and his family went to Appleton, WI. They left the home at approximately 6:30 a.m. en route to the doctor's office for the owner to have stitches removed from his hand due to recent hand surgery. He stated that he and his family returned home at approximately 11:30 a.m.

INCIDENT:

Upon returning home on 6/19/92, the owner stated that he noticed a strong gas odor immediately while still outside of the home. He turned off the gas supply to the home at the LP tank outside. Evidence of an explosion included windows blown out of the home and a crack all the way across the roof line of the home.

POST INCIDENT:

Upon going down into the basement he noticed that the home had been moved off of its foundation. He noticed smoldering near the furnace from the PVC intake and outlet air piping. He went across the basement to the electric water pump to shut it off. He then contacted the area fire department.

Upon the arrival of the fire department, the fire chief stated to the owner that the water pump could have supplied the spark which caused the explosion, however, he did not notice any "tracking" which should have been visible. The water pump was located approximately 10 feet across the basement from the furnace. (See Exhibit A attached.)

The owner stated that the furnace is the only LP gas appliance in the home. Other electrical appliances in the basement of the home included an electric water heater, electric washing machine and dryer and an electric chest type freezer along with the water pump. The thermostat to the furnace was located in the basement on the finished half of the basement.

After the explosion, various persons including heating contractors, insurance agents and investigators came into the home with or without the owner present.

Allegedly, the furnace contractors were the first to go out to the home. Insurance agents also investigated that same day.

The owner left for vacation the day after the explosion leaving the key with the insurance company to allow them to investigate. On 6/24/92 a number of investigators visited the home while the owner was on vacation.

The next time the home was inspected was on 7/2/92 from 12:00 noon until 6:00 p.m. At 6:00 p.m. on this date, the investigators were asked to leave the home by the owner. The Lennox representative I spoke to as well as the investigators hired by the heating contractor and the insurance company indicated that during the testing their procedure was to begin at the LP tank outside of the home and to "work their way in." Everything on the outside of the home checked out and they were starting to test the piping leading into the furnace as well as the inside components on the interior of the furnace when they were asked to leave by the owner. Therefore, none of the investigators completed a report on their findings, stating that unless testing can be completed they would be unable to form any conclusions. One of the investigator's notes taken during testing are attached as Exhibit G.

POST INCIDENT CONT.:

The owner stated that he has no problem with additional testing being performed as long as a date and time can be agreed upon. The investigators I spoke to seemed to feel that additional access to the furnace has been denied. This investigator has no opinion and it is unknown at this point whether any additional reports or conclusions will be forthcoming.

Since the date of the last testing, the only other persons inspecting the furnace would have been myself and an employee of the state consumer protection agency who had referred the incident to the CPSC. This investigation was performed on 9/3/92. Photographs of the furnace, the LP tank and regulator were taken. The furnace heat exchanger was examined as was the gas valve. The only identifying numbers found by this investigator on the furnace gas valve were numbers imprinted on the outside casing of the valve. Due to its position within the furnace, these numbers were difficult to read, but appear to be as follows: 24 (6 or 8) 140 (1 or T).

ADDITIONAL INFORMATION:

In an attempt to reach a final conclusion in this incident all of the parties who investigated this case were contacted to determine what they saw during their investigation and whether an actual source of ignition could be determined.

The owner of the home stated that during testing, gas leaks were found near the furnace gas valve. He further stated that a gas leak was found at the shut off valve piping on the outside of the furnace but stated that this was due to various persons pushing the furnace around causing this connection to loosen.

I spoke to one of the investigators over the telephone on 9/9/92 about his findings and was told that a gas leak was found at the piping union near the shut off valve on the outside of the furnace, 2-3 inches below where the line branches off and goes into the furnace.

He stated that no safety valve failure testing had been performed. He stated that the union where the leak was found was found to be 1/4 to a full turn loose, but it was unknown to him if this was due to the explosion or if this was the cause of the explosion. He also stated that the soot and burning in the area of this joint seems to imply that the gas was blowing out of this union. He admitted that there was also leakage at the gas valve inside of the furnace along with the feeling that there were probably other, yet undetected leaks in the system. He felt that if the gas valve had been the source of the leak, he would have expected to see more melting of wires in the valve area than what had occurred.

ADDITIONAL INFORMATION CONT.:

Another investigator I spoke to said very little except to state that he had not reached any conclusions in the matter adding that the explosion began "in or near the furnace area."

On 9/9/92, this investigator visited the installing contractor to obtain the invoices connected with service work performed on this furnace. These invoices, attached as Exhibit B, show an initial installation date of 1/16/92 with a completion date of 1/31/92.

On 9/15/92 this investigator was contacted by the former town of Montello, WI fire chief, who has since moved from the area and taken another position. His report is attached as Exhibit C. He stated that he did not have an opportunity to complete or type his report prior to leaving the department. He indicated that due to there not being an actual fire involved he basically shut off the circuit breakers to the home and told the homeowner to contact his insurance carrier. He stated that he did check the thermostat and found that it was set to its lowest setting. He further stated that he found that the clothes dryer that had been located in the basement contained dried clothing. The dryer was a possible ignition source as the dryer casing showed an explosion from its interior and was bowed outward.

The fire chief stated that when he arrived at the scene everything was in a shambles, and there was a lot of clutter including open paint cans and paper underneath the stairs which he felt was a fire hazard. He could offer no opinion as to the cause of the explosion, whether it was the fault of manufacture, installation or consumer tampering.

I was unable to locate the owner's witness to the testing performed as mentioned on page 3 of the owner's notes dated July 9, 1992. The owner did not have a telephone number for the witness and the operator had no listing for this person in the Princeton, WI area.

On 9/15/92, I visited the insurance company to gain additional information of what their investigators had discovered and to photograph a box of conversion parts. These parts were left inside of the furnace and are used to convert the furnace from natural gas operation to LP gas operation. The conversion parts, which the owner alleges were taken without a signed receipt, appeared to be various parts used when various brands of gas valves are installed. The photos taken of the conversion parts are attached as Exhibit E.

GAS VALVE:

Attached as Exhibit F are the use and service instruction booklets for the subject furnace which were obtained from the insurance company. In these manuals, various gas valves are pictured. None of the experts I spoke to had made any identification of the valve stating only that, "They never got that far in their testing." In the owner's manual contained in Exhibit F, on page 5, the White Rogers brand gas valve is pictured and it appears similar to the subject valve. The subject valve does not appear to have the same configuration as the Robert Shaw gas valve diagramed on that same page. However, positive identification could not be made at this point due to none of the parties involved knowing the exact manufacturer of the gas valve.

I contacted the Lennox representative who had seen the furnace and he stated that various valves could have been used on the furnace and he did not recall the valve used on the subject furnace.

Should additional information become available in this incident in the future, it will be forwarded upon receipt. At this point however this investigator has not uncovered any conclusions as to the cause of this incident, and does not foresee any possibility of obtaining that information in the near future. Therefore, unless additional information becomes available this investigator feels that the investigation should be closed at this point.

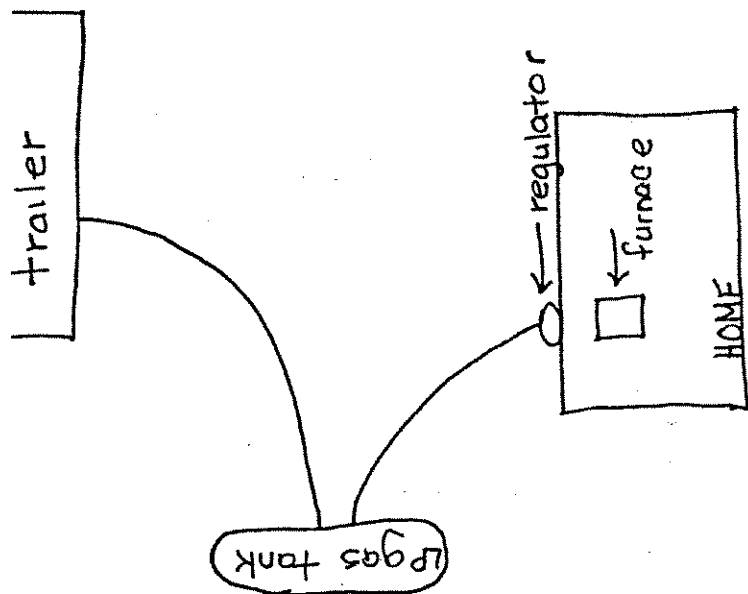
The gas valve was not collected in this incident as it was felt by myself and through discussions with Larry Hershman, CECA, that collection would destroy potentially necessary evidence in what is still an ongoing case.

REGULATIONS:

This furnace is listed as AGA approved.

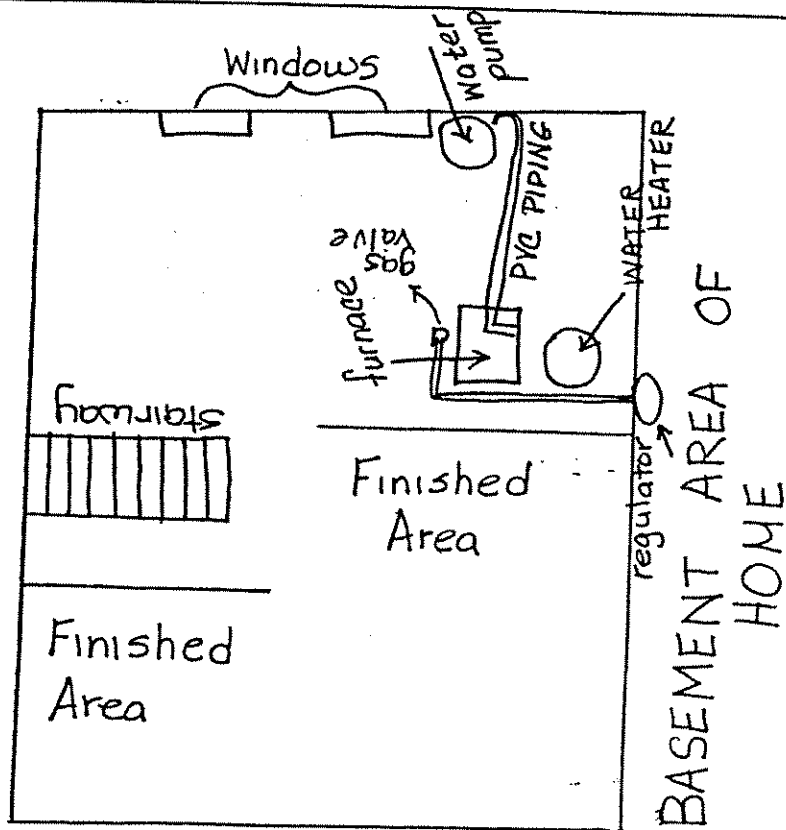
ATTACHMENTS:

- Exhibit A - Diagram of basement area and outside area of home - not to scale.
- Exhibit B - Invoices from heating contractor.
- Exhibit C - Montello Fire Department Report.
- Exhibit D - Information from the Department of Agriculture, Trade & Consumer Protection on this incident.
- Exhibit E - Photographs.
- Exhibit F - Furnace Manuals.
- Exhibit G - Notes taken during testing by one of the experts.



OUTSIDE AREA -
APPROXIMATE GAS LINE
RUNS PRIOR TO TRAILER
DISCONNECT.
TRAILER NOT VISIBLE ON DATE
OF INSPECTION.

EXHIBIT A
97082700N 0484



(Not to SCALE - Rough Draft Only)

Line Ref.
1-31 0

ZIEHL HEATING & AIR CONDITIONING

JOB WORK ORDER

601 S. Fulton St.
PRINCETON, WI 54968
(414) 295-3434
Wautoma (414) 787-3599

1049

CUSTOMERS ORDER NO.		DATE ORDERED	
ORDER TAKEN BY		DATE PROMISED <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	
BILL TO		PHONE	
ADDRESS		MECHANIC	
CITY		HELPER	
JOB NAME AND LOCATION		<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
DESCRIPTION OF WORK			

QUANT.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	INSTALL LENNOX 614Q3-60		
	PULSE FURNACE.		
	12 SUPPLIES		
	RETURNS		
	THEIR STAT		
	COMPLETE	\$ 3980 00	
	ON ACCOUNT	* 1500 00	
	BALANCE	* 2480 00	
Paid Larry Smith			
2-7-92			
HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		
	HELPERS @		
			TOTAL LABOR
I hereby acknowledge the satisfactory completion of the above described work:		TOTAL LABOR	TAX
SIGNATURE		DATE COMPLETED	TOTAL

Exhibit B
920827 CCN2484

[illegible]

ZUEHLS HEATING & AIR CONDITIONING

601 S. Fulton St.
PRINCETON, WI 54968
(414) 295-3434
Wautoma (414) 787-3599

JOB WORK ORDER

1097

(414) 295-3434 Wautoma (414) 787-3599		CUSTOMERS ORDER NO.	DATE ORDERED
ORDER TAKEN BY		DATE PROMISED	<input type="checkbox"/> A.M. <input type="checkbox"/> P.M.
BILL TO	Robert Mass		PHONE
ADDRESS	RR		MECHANIC
CITY	Neshkoro, WI 54960		HELPER
JOB NAME AND LOCATION			
DESCRIPTION OF WORK			<input type="checkbox"/> DAY WORK
			<input type="checkbox"/> CONTRACT
			<input type="checkbox"/> EXTRA
QUANT.	DESCRIPTION OF MATERIAL USED		

QUANTY.	DESCRIPTION OF MATERIAL USED	PRICE	AMOUNT
	Installation of Lennex Furnace as per proposal.		
	Amount due to date		2480 00
	Paid Gary Zull		
	2-7-92		
HOURS	LABOR	AMOUNT	TOTAL MATERIALS
	MECHANICS @		TOTAL LABOR
	HELPERS @		
I hereby acknowledge the satisfactory completion of the above described work:		TOTAL LABOR	TAX
SIGNATURE		DATE COMPLETED	TOTAL

(Hill) top. Montello 715-228-5541
Howard-Fearst:

MONTELLO FIRE DEPARTMENT
ALARM REPORT

Fire No. 31

Time Out 11:49 A.M. Date 6-19-92

Location 18th Ave + Edgewood Township Shields City

Type of Fire Gas Explosion Town Fire No. 1314

Name of Caller Robert Moss
Corol-

11:45 A.M.

Telephone No.

Paged	10-8	10-23	10-76 Station	10-7
Truck 110				
Truck 112	<u>11:49</u>	<u>11:58</u>		
Truck 115				
OIC	<u>11:46</u>	<u>11:53</u>	<u>12:48</u>	

Officer In Charge Chief Davick

Station Report

Extra at Fire

Comments See Att. Report.

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Exhibit C

(C)-Water from city
(D)-Water from draft, other source

ENGINE 110

TANKER 111

ENGINE 112

Miles _____ Water (C) _____ Miles 17 Water (C) _____
Gas _____ Water (D) _____ Gas _____ Water (D) _____ Miles 17 Water (C) ✓
Gas _____ Water (D) _____ Gas _____ Water (D) _____ Gas 24.2 Water (D) ✓

Driver-	Driver	Driver
	<u>KEN ELTROBE</u>	<u>DON DAVIS</u>
		<u>MARK ANN PAUL</u>
		<u>JENNIFER BEAHM</u>
		<u>PAT BOND</u>
		<u>ED KOELRL</u>
		<u>JON VOTE</u>

TRUCK 113

TANKER 114

TRUCK 115

Miles 17 Water (C) _____ Miles _____ Water (C) _____ Miles _____ Water (C) _____
Gas OK Water (D) _____ Gas _____ Water (D) _____ Gas _____ Water (D) _____

Driver-	Driver-	Driver-
<u>TOM ADRIGHT</u>		

Truck P113

Tanker 116

Miles _____ Water (C) _____ Miles 16 Water (C) _____
Gas _____ Water (D) _____ Miles 13⁸/₁₀ Water (D) _____

Driver-	Driver-
	<u>Doug Isbarn</u>

MONTELLO FIRE DEPARTMENT RELEASE

OWNER X

RENTER _____

CARETAKER _____

ADDRESS: 1314 18th Ave. Nashua 54960

Robert Moss HAS BEEN ADVISED OF ANY STRUCTURAL
DAMAGE, DISCONNECTIONS, OR ANY SPECIAL HAZARDS AS FORSEEN BY
OFFICER IN CHARGE Chief Daniels

SIGNATURE: R. Moss

DATE: 6-19-92

TIME: 12:42 P.M.

STRUCTURAL: Damaged

ELECTRICAL: off meter pulled by Adams Megette

HEATING: off

SERVICE DISCONNECTS:

LP off Scaled NATURAL _____ ELECTRIC METER Pulled

COMMENTS OR NOTES: Gas Filled Basement Area of
Home Pump for well Started Causing a
explosion, No Fire Damage

At 11:49 AM
On June 19, 1992 the Montello Fire Dept.
Responded to a Gas Explosion in a home
at 18th Ave & Edgewood in the township of
Shield's Marquette County.

The Home is owned by a Mr. Robert Moss.
Mr. Moss Stated to me that he was not home
of the time of Explosion, he had been at
a doctor's appointment in Appleton, Wi.

On my arrival there was no smoke no fire
visible from outside of the home. Mr. Moss
was standing in front of the house. I asked
if there was any fire in the house he said
that a pipe on the furnace was smoking
but no fire. I then asked him what had
happened he stated that the furnace had blown
up. I asked if the gas from the LP tank
had been torn off. he stated that it had
been. I then enter the house with Mr.
Moss. My first inspection of the upper
level of the home showed some type of
~~explosion~~ explosion due to the cabinets being
knock off the walls, windows were out in front
laying on the ground about 10 ft from the
house. Bookshelves in living room were knock-off.
T.V. was on the floor, and the rest of the
upper level in a similar manner.

I then Enter the Rosemary Area of the home.



State of Wisconsin

Department of Agriculture, Trade & Consumer Protection

Alan T. Tracy
Secretary

Consumer Protection Regional Office
200 N. Jefferson St.
Suite 146A
Green Bay, WI 54301

August 28, 1992

File No. 166195

Robert Moss
1314 18th Ave.
Neshkoro WI 54960

Re: Lennox Industries Inc.
PO Box 799900
Dallas TX 75379

Dear Mr. Moss:

We have received your complaint regarding the above.

The facts which you described appear to be of a nature which should be reviewed by the agency listed below:

Consumer Product Safety Commission
310 W. Wisconsin
Milwaukee, WI 53203
ATT: Robin Ross
414-297-1466

Therefore, we are forwarding your letter to them for response. Please contact them directly should you have any questions about your complaint.

Sincerely,

Douglas E. Augustine

Douglas E. Augustine
Investigator
CONSUMER PROTECTION BUREAU
(414) 448-5112

DEA:ljs

cc: Robin Ross/CPSC

#920827CCN248
✓ . . . *

A
AUG 5 1992

August 3, 1992

Robert E. Moss
1314 18th Ave.
Neshkoro, WI 54960

Doug Augustine
D.A.T.C.P. - Consumer Protection
200 N. Jefferson - Suite 146 A
Green Bay, WI 54301

Dear Doug Augustine:

On 6-19-92 my new log home exploded. The explosion came from my Lennox Pulse Furnace that was installed around 2-1-92. The Montello Fire Chief's report is enclosed.

In my opinion, Lennox and Mt. Morris Mutual Insurance Company are working together to hide the fact that something in this furnace was defective. I have been told that if I contact any outside agencies that my claim will never be paid. I have also been told that I have to give up my property (Lennox Furnace) without compensation before my claim will be acted upon. Proof of Loss was established on 6-19-92.

I don't know what Lennox and Mt. Morris are trying to hide as they have had 45 days to test the furnace at my property. Howard Fenske of Mt. Morris Mutual took a box of parts from my furnace on 6-19-92 and has refused to give my parts back or even to give me a receipt for the parts. Why?

I want to file a complaint against Lennox and Mt. Morris Mutual for their Police State attitude towards me the consumer, and I would like to find out if there are any problems nationwide with this furnace.

Please find all correspondence with the companies and agencies involved enclosed herein. Thank you. The only date I can find on the furnace itself is 1988. Photos taken did not clearly indicate numbers or letters. They are as such: Ansi Z21.64 - 1988
Model G 14Q3-60-20
Serial # 5891A10022

Sincerely,

Robert Moss
ROBERT MOSS

ENC: (6) photos of furnace; July 9th letter to Office of Commissioner of Insurance; July 23rd letter to Representative Ben Brancel with enclosures; July 28th notarized statement to Ben Brancel, Mt. Morris Mutual, Phil Kress of Commissioner of Insurance of Wi. all (3) given in person July 29, 1992; August 3rd statement to Ben Brancel and Phil Kress. All correspondence has been sent certified with return

Post-It™ brand fax transmittal memo 7671 # of pages >

To	Robin Ross CFSC	From	Doug Augustine
Co.		Co.	DATCP
		Phone #	414 448 5112
	97 1466	Fax #	448-5124

Letters to the Editor

Dear Editor,

The 1992 Marquette County Fair is now history. It was a great success story. Attendance and exhibits records were up, barns were filled and with the exception of much needed rain Saturday evening and Sunday morning the weatherman cooperated beautifully. This success story would not be true if it were not for the hundreds of volunteers and others who work diligently long hours for the youth of this county.

While it is not possible to identify everyone, the Fair Board would like to thank the County Board for supplying us with one of the nicest fairgrounds in the state. Extension and their staff for their long hours of assistance. A.H. and PFA leaders and members for many days of toil. The Sheriff, Police and National Guard for supervision. The many premium book advertisers for telling the fair story. The businessmen in the county for their support. The Junior Advertising Club, the Junior and Open Class Exhibitors, and all others who helped in any manner to make this year's fair a success.

The 1993 County Fair is already on the drawing board and the Fair Board will be meeting Thursday, July 23rd at the County Services Center to review the past fair and continue on with plans for 1993. Fair board members welcome your suggestions.

Donald G. Smith, Treasurer
Marquette County Youth Assoc.

Warning!

If you have a Replacement Policy on your home or business please check it out!

On 6-19-92 my new log home was destroyed by an explosion originating from my new Lennox

\$142,000.00 replacement policy on the house. I assumed that my claim would be handled immediately and fairly especially as I have two small children. As of 7-19-92, which by the way is 30 days from date of loss, I have collected only \$1,000.00. Replacement of the \$142,000.00 Replacement policy sold to me (by two insurance agencies).

(One agent) has told me not to call and bother him and (another agent) has not returned my calls.

I was a nice guy when they accepted my money, but now that I've turned in a claim I'm just unreasonable.

Rep. Brancel's office and the Ins. Comm. Office in Madison have been contacted almost daily. I have thought that if the Ins. Comm. office could or would do nothing to force the agency to honor their policy within the 30 day time limit that surely a representative of the taxpayers of this state could.

Well, I think as in my case, a Rep. Brancel's office that (the agency) could not be forced to obey the law and honor my policy. Both the Ins. Comm. and Rep. Brancel's offices have told me everything I've said.

I've said I'll pay my 2 small children that when my charge card runs out and we have to go live in the poor house, rat and vermin infested hell.

Not a home we have left. If this is the justice that the govt. offices in Wisconsin offer I need no more of it.

I can only hope that someday one of these same people that I and my family have begged for help fall prey to a similar disaster in their lives and when they ask for the simple justice of a state agency that is supposed to watch-dog the insurance agencies to investigate and give justice that they are treated like second class citizens and told to just wait it takes time!

Robert Moss
Shields township

July 9, 1992

Office Of The Commissioner of Insurance
Annette Burns
121 East Wilson Street
Madison WI 53707-7873

ATTN: Annette Burns

PROOF OF LOSS:

I feel that I have been more than reasonable with Mt. Morris Mutual under the circumstances.

On Page 3, Sect. 5 of the Wisconsin Amendatory Endorsement it states: "Our right to recover payment won't apply until you have been fully compensated for the loss to which you are legally entitled."

I take this to mean that I will be taken care of before any litigation or charges with Lennox are to be taken up by Mt. Morris, but Mt. Morris wants me to have Lennox and everyone else in my house to check the furnace before they will honor my policy. Also, the basement can no longer be used for living quarters per State and Federal law as there is no egress.

Replacement Value - Cost to repair or replace with new property without depreciation. When I converted my Builder's Risk Policy over to my Replacement Homeowner's I had an agent from Mt. Morris inspect my property, and I asked him at the time if there was a problem with \$89,900.00 as to the insurance on my log home itself. I was told, "No; that I had a beautiful home." I was never told to keep receipts for anything or to take pictures or inventory, and I see this nowhere in my policy. I would think that for a law or certain rules to be enforceable, that they would have to be public knowledge beforehand.

I think to be fair to the people that pay Mt. Morris or any other insurance company for a policy, for that matter, that all rules and regulations should be given to the owner of the policy to review before they pay, because I'm sure that most would do as I would have and would have found a different insurance company.

I am still waiting on my property to be returned to me that H. Fenske took on 6-19-92 from my furnace. As he refused to give me a receipt for the items or the items back, I consider them stolen. I do not permit any other property of mine to be removed from my residence, and I have told H. Fenske and Jeff Zodrow that I don't want them trespassing on my property again.

(2)

July 9, 1992

RE: MOSS vs MT. MORRIS

If this matter is not cleared up within the time limit of the policy, I feel that a Bad Faith Penalty should be assessed on Mt. Morris, especially since I have become aware that this is not the first instance of their not handling a claim properly in the state of Wisconsin.

On 6-19-92 after returning from Appleton, I found my house had exploded. The Montello Fire Chief came, made out his report that there was a furnace explosion, possibly set off by a spark from my water pump.

After continuous attempts to contact Jeff Zodrow (Princeton) insurance agent, my wife and I drove to Princeton to find him. After returning we noticed that someone had been in our home. (Jerry from Zuehl's Heating, as witnessed by a neighbor) Then Gary from Zuehl's Heating came, went down to the furnace room, moved covers and other furnace parts and took pictures. Part of the time he was left unattended.

Later that day Zodrow and H. Fenske from Mt. Morris came. I left the key for Fenske and any investigators that he wanted to bring in and told him that I was going out of town until Thursday, June 25th, and that he had all that time to determine what had happened.

Upon returning on Wednesday evening June 24, 1992 we were told by our neighbors (Tuinstra) that on the morning of 6-24 about 8 or 9 people had been in the unsecured house, but that was the only day.

H. Fenske was called at Mt. Morris Insurance Company, and he told me that he had set us up at the Super 8 Motel in Wautoma and that Mt. Morris would pay the bill. Upon contacting the manager (Barb) at 787-4811, I was told that Mt. Morris had called, but that she had told them that all weekends were booked through August, so she could not book us as Fenske had said that she could. He had lied!

On 6-26, 6-29, and 7-2 The Insurance Commissioner's Office was called at various times.

(3)

July 9, 1992

RE: MOSS vs MT MORRIS

On 6-26-92, I was told by H. Fenske after some disagreement about my retaining my own lawyer, that Mt. Morris would drag this out for 5-6 years if I retained my own lawyer. He also stated that I was being unreasonable as to not giving him the key to my house as I had done previously, and that I was being unreasonable for requesting that he make an appointment with me for any more tests. I was then told by Fenske of Mt. Morris that Mt. Morris wouldn't be honoring my policy as I was unreasonable.

On July 2, 1992, I went to my bank and got the credit amount doubled on my charge card, as the \$1000.00 expense check given to me on 6-19-92 was gone. I have lived on my charge card since, as Fenske says he will not honor my policy!

Also, as my house is structurally unsafe and cannot be rebuilt without tearing down piece by piece and using some material to rebuild which would not be cost effective, I invoked the payoff Mortgage Clause in my policy. On 6-29-92, I had called my bank and had received the payoff figure of \$48,967.01 which I gave to H. Fenske. I expect this to be paid immediately, as interest is accrued daily, and I should not be liable for such past 6-29-92.

On 7-2-92 H. Fenske and his troop had come to check out the furnace from 12:00 until 6:00 p.m. Mark Wesner and my wife were witness to this. This was the first time that Fenske told me not to touch anything in the house. On 6-26-92 H. Fenske had told me to rent a storage shed and to move what was salvagable to it. Now he claims that he never said that. My daughter witnessed the prior conversation. I was also told by H. Fenske on 6-26-92 that I could tear down walls to check for cracks in the basement, but not to touch the furnace, and that I would be re-imbursed for any and all work that I or my helpers performed. Now he denies all of this.

On 7-2-92 - Witnessed cracks through basement walls in at least 2 places. Front wall bowed out. Above all windows cracked, and crack in laundry room floor by furnace.

On 7-2-92 I fell and hurt my back when bottom step in basement stairs broke. My wife witnessed this. My back was pulled again on 7-8-92 when the front porch stairs collapsed while I was on them.

On 7-2-92 I ordered H. Fenske off my property and told him not to come back after he called me a liar and after he told one of his workers that Mt. Morris couldn't afford to pay a \$150,000 claim, and that if Lennox couldn't be blamed for this that Mt. Morris would find some way to blame me. My wife also heard this conversation. I couldn't tell who Fenske was talking to.

(4)

July 9, 1992

RE: MOSS vs MT MORRIS

On 7-3-92 Annette Burns of The Office of The Commissioner of Insurance called me.

On 7-3-92 Ben Brancel's office called me. Channels 2,5,11,3,15, and 27 were called on 7-3-92. As of 7-8-92 Insurance Complaint was filed with The Office of The Commission of Insurance.

7-9-92 Mt. Morris stated that they will drag out the claim if any government offices are contacted or any publicity is used on the case. Lawton & Cates were taken off the case, as they said, "No publicity."

7-9-92 Annette Burns of The Office of The Commission of Insurance called. Complaint was received.

7-9-92 Ben Brancel's office called. I talked to Mike Jonen, and will work through their office and The Office of The Commission of Insurance.

Again, I re-emphasize the fact that the mortgage to the bank be satisfied immediately, and then that the remaining issues of the policy be resolved.

Sincerely,



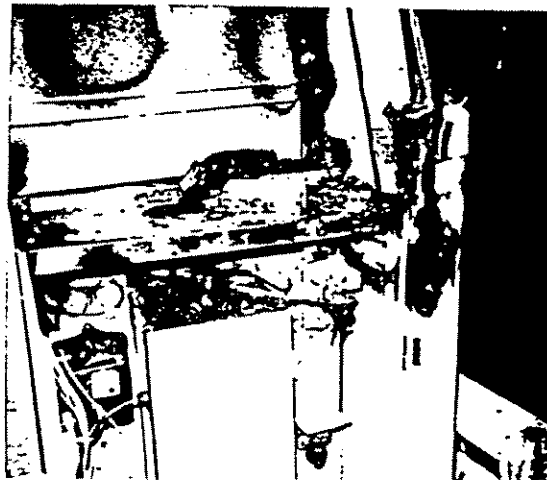
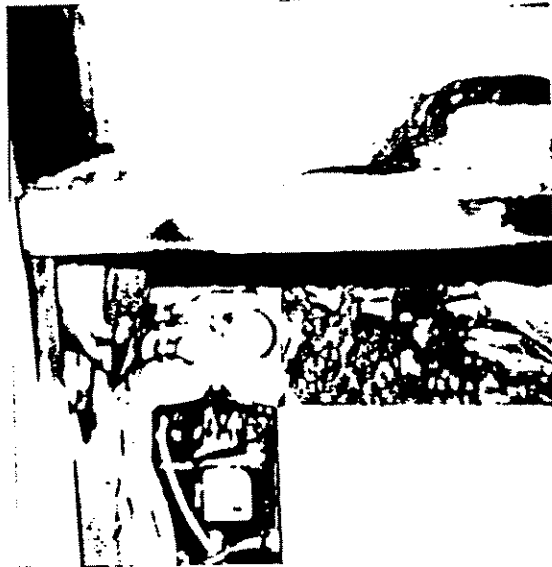
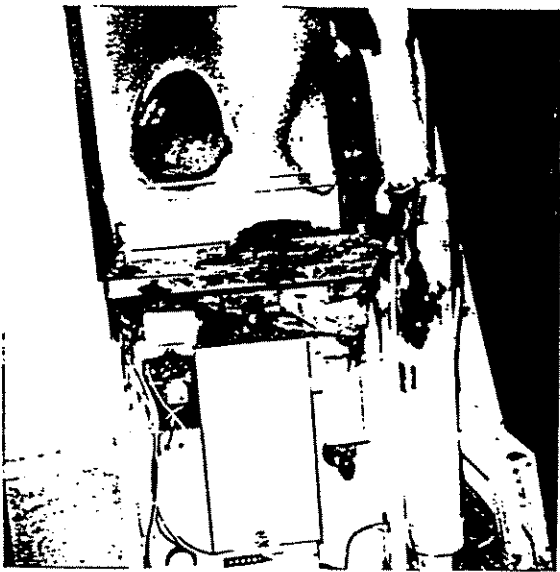
Robert E. Moss

cc: Representative Ben Brancel's Office

NB: As Mt. Morris has been warned of the unsafe conditions of my log home, and as they have been asked that the Mortgage Clause be invoked, I hold them and only them accountable for any and all personal injuries and/or deaths resulting from contact on this property:

Log home at 1314 18th Ave
Neshkoro, Wi. 54960

ENC: Partial listing of items either ruined, lost, or in need of cleaning or in need of being checked out and certified to be in perfect shape as they were before the accident.



August 3, 1992

I am forced to give Mt. Morris Mutual 1 Lennox Pulse furnace for testing. Mt. Morris Mutual acknowledges that on 6-19-92, Zuehl's Heating (Gary) was given access to the furnace unsupervised.

During the week of 6-21-92, Mt. Morris, Lennox, sightseers, and others were given free access to the furnace while I was out of town when Howard Fenske of Mt. Morris Mutual was given the key to my property.

I am releasing this furnace under duress, after told by Representative Brancel that I had to.

I again re-iterate the fact that this goes against my policy stated specifically under - RC 66 WI-91 (Pg. 3) Line 5:
"Our right to recover payment will not apply until you have been fully compensated for the loss to which you are legally entitled."

Also stated in my policy is ML-20 (Pg. 7) d (2):
"We may take all or any part of damaged property at the agreed or appraised value. Any property paid for or replaced shall become our property."

This furnace has not been paid for by Mt. Morris and is being given up under duress!

Proof of Loss was filed on 6-19-92 with H. Fenske and Jeff Zodrow. Settlement on this case is to be within 10 days from this date.

Robert Moss

Mt. Morris Mutual - Pilon Adjustment

July 28, 1992

As of 8-1-92 we are forced to use our demolished home as our only residence. As Mt. Morris Mutual and The State of Wisconsin Insurance Commission are well aware, the 30 day limit for Proof of Loss was up 7-19-92, and as Mt. Morris Mutual (Howard Fenske) has illegally threatened, harrassed, and totally ignored us and our Replacement Policy, we, Robert and Carole Moss do hereby give notice to both, including Representative Brancel's office that if anyone in our family is harmed physically or emotionally, all involved are accountable under the law and the eyes of God.

Mt. Morris Mutual is also made aware that 5 days from 7-29-92 all ruined property that has laid in our house waiting for their inspection since 6-19-92 will be removed and put in a pile outside, as the main floor of our demolished house is our only living quarters. As the majority of the belongings that we have left will be moved back into the house, you are still responsible for their value.

As on 6-19-92, Chief Daniels of The Montello Fire Department stated in his report that my house was ruined by a gas explosion and the only item in my house that used gas was my furnace; thus the explosion originated in or from The Lennox Pulse furnace. This is a fact - not an assumption! As my policy states that I will be taken care of before Mt. Morris Mutual goes after Lennox, Mt. Morris is violating the laws as set forth within the policy, and are simultaneously endeavoring to falsely state that we are being unreasonable.

If Mt. Morris wants my furnace, they are welcome to buy it from me and admit the facts as such: On 6-19-92 Zuehl's Heating came upon my unsecured property, took pictures, and moved parts around on my furnace, unsupervised by anyone. On numerous occasions - Mt. Morris Mutual, Lennox, sightseers, and others let onto my property by Mt. Morris Mutual (Howard Fenske) were given unrestricted access to my property and the furnace while my family and I were gone.

ROBERT MOSS

Robert Moss

Carole Moss

Carole Moss

RM/cm

Signed and sealed before me this 28th day of July , 1992.

Jenny L. Jungwirth
Jenny L. Jungwirth, Notary Public
My commission expires: 8/3/92

July 23, 1992

Robert and Carole Moss
1314 18th Ave.
Neshkoro, WI 54960

RE: Moss vs Mt. Morris Mutual

Dear Mike Jonen:

Please find enclosed copies of our letter to Gunther Ruck and Phil Cress of The Office Of The Commission of Insurance and also copies of our Mt. Morris Mutual Insurance policy. Also enclosed are contractors' estimates establishing the fact that the house is irreparable, and that the cost of rebuilding the similar property surpasses the \$89,000.00 coverage, which is on our dwelling alone. The total policy amount is 142,000.00.

Per our telephone conversation on July 23, 1992, you indicated that you and Representative Ben Brancel would be agreeable to meet us at our demolished property of 1314 18th Ave., along with the attorney for Mt. Morris Mutual and Bob Berens of Pilon Adjustment Company on Wednesday, July 29, 1992, at 10:00 a.m., pending their compliance of such. Mt. Morris Mutual has used Pilon Adjustment Company before in other cases which they have been admonished against. In telephone conversations with your office and The Insurance Commissioner's office, the issues of compliance have been stated to us as one of Mt. Morris's statements. I trust that Bob Behrens and the attorney for Mt. Morris can certainly take the time to comply with this simple request, as we, you, and Representative Brancel's time and interest in this matter are of just as much essence as their's.

I ask that once again you review our enclosed policy with the highlighted clauses, the key words in parenthesis which are clear and cannot be disputed, and that you and Representative Brancel logically see through on this matter.

Also, we want the statements addressed by us to The Insurance Commission on July 20, 1992, answered in writing to us. The 30 days have now expired from the date of loss of June 19, 1992, and it is now the duty of The Insurance Commission to duly act on this claim and restrain the license of Mt. Morris Mutual, placing The Bad Faith Penalty on them on our behalf.

In conclusion, as now The Insurance Commission has brought up the issue of Proof of Loss being established, as we re-iterate - visual proof of loss was confirmed by Howard Fenske of Mt. Morris Mutual and Jeff Zodrow of Zodrow Agency on June 19, 1992. We were never requested to give proof of loss in writing. Our policy specifically states in various places, "if requested." We have complied with all aspects of our policy.

July 20, 1992

Robert E. Moss
1314 18th Ave.
Neshkoro, WI 54960

Office of The Commissioner of Insurance
P.O.B. 7873
Madison, WI 53707-7873

Attn: Gunther Ruck

Concerning the conversation that my wife and I had with Gunther Ruck and Phil Kress of the Insurance Commission on 7-20-92, please note: If as Mt. Morris Mutual states that they had no obligation by law to pay off our mortgage, why was a Mortgage Clause sold to me as part of my policy? I am sending you a copy of such within. I again ask that my mortgage be paid at the payoff date of 6-29-92, plus interest until now.

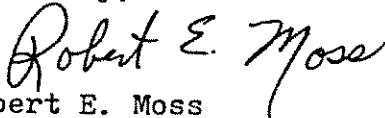
Also find enclosed ML-55; copy of Fire Chief's report; ML-310-C, see la; RC66 WI condition 3 (2)

7-19-92 was 30 days from Proof of Loss. Mt. Morris was notified, came out to inspect above noted property, and gave me a \$1,000.00 check for living expense. Jeff Zodrow and Howard Fenske who inspected the property on 6-19-92 were both asked if they needed Proof of Loss in writing on 6-19-92. They both stated, "No, it is quite evident that there is a visual Proof of Loss."

As 30 days have passed and Mt. Morris Mutual has not honored my policy, I demand that a Bad Faith Judgement be awarded against Mt. Morris Mutual. As I have also stated, I was told by The Ways and Means Committee in Washington D.C. that a company with a past record of trying to deceive the consumer was to put up a Bond with the State of Wisconsin before being allowed to do business again. On 7-20-92, Mr. Kress and Mr. Ruck told me that no such bond was required. Please send this statement to me in writing.

We are still waiting to hear from Pilon Adjustment Company to accommodate further investigation, as we have been for the past 31 days.

Sincerely,



Robert E. Moss

Enc: ML-55; Fire Chief's report; ML-310-C; RC66 WI, Standard Mortgage Clause; Juzenas estimate; Ryans & Rogers estimate; Graf's estimate
CC: Washington D.C. Sub-committee on Insurance Fraud

REPLACEMENT VALUE

1. We agree to cover the replacement value of the following covered property:
 - a. Coverage C - Personal Property;
 - b. Domestic appliances and window air conditioners;
 - c. Carpeting, curtains and drapes;
 - d. Awnings and canopies;
 - g. items not maintained in good or workable condition; or
 - h. items that are outdated or obsolete and are stored or not being used.
2. Definition - Replacement Value means the cost to repair or replace the property with new property of equivalent kind and quality to the extent practical, without deduction for depreciation.
3. Property Not Covered for Replacement Value - This endorsement does not apply to the following property:
 - a. business property;
 - b. property not owned by an insured;
 - c. film, tapes, cassettes, records, magnetic recordings or similar property;
 - d. articles of art or rarity that cannot be duplicated;
 - e. property covered by any scheduled insurance;
 - f. memorabilia, souvenirs, collector's items and similar items whose age or history contribute to its value;
4. Our limit - We pay the lesser of the following amounts for each covered item:
 - a. the applicable limit;
 - b. an amount not greater than your interest in the property;
 - c. the replacement value of the property as defined in this endorsement;
 - d. four times the actual cash value of the property at the time of loss; or
 - e. the amount computed after applying the deductible or other limitation applying to the loss.
5. When the replacement value for each occurrence is more than \$500, we are not liable for more than the actual cash value of the loss until actual repair or replacement is completed. You may make a claim for the actual cash value amount of the loss before repairs are made or replacement is completed. A claim for any additional amount payable under this provision must be made within 180 days after the loss.

JOB ESTIMATE

Ed Juzenas - General Contractor

P.O. Box 43

Princeton, WI.

54968

PHONE

DATE

7-6-92

JOB NAME/LOCATION

TO Bob Moss

1314- 18th Ave

Neshkoro, WI. 54960

SAME

JOB DESCRIPTION:

TEAR DOWN AND STACK ON Property Total
House Remains FROM Gas Explosion -
\$3,500

Haul Away -

\$750.00

Edward Juzenas - owner

Note - House is loose in all joints - lacking
support strength - Only way to Repair
is take down piece by piece and straighten
and put back up piece by piece which would
not be cost effective - plus replacing all damaged
areas.

I've been a builder for 23 years and
have done work in all situations - and I recommend
to tear down and start from new to ensure a
quality and strong structure -

Thank You
Ed Juzenas

"My Contractor"

Ed Juzenas - General Contractor
"Fox Valley Builders"

Serving Green Lake & Surrounding Counties
Also
Northern Chicago Suburbs

"Custom Building & Remodeling"

414-295-3399
414-295-6077

Rt. 1, Box 43
Princeton, WI 54968

ESTIMATED
JOB COST

\$3,500.00 Add 750.00

ESTIMATED
BY

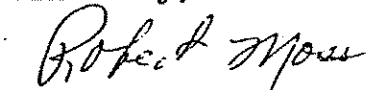
Edward Juzenas

July 23, 1992
Page 2 of (2)

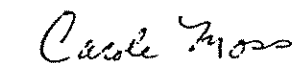
RE: Moss vs Mt. Morris Mutual

Thank you for your time concerning this matter.

Sincerely,



Robert Moss



Carole Moss

ENC: ML-55; Fire Chief's report; ML-310-C; RC WI; ML-20; Standard Mortgage Clause; Juzenas estimate; Ryans & Rogers estimate; Graf's estimate, and copy of correspondence letter of July 20, 1992 to Gunther Ruck, Office of The Commission of Insurance

REM/cm

THE WISCONSIN AMENDATORY ENDORSEMENT

(The following Sections only apply if YOUR policy contains that coverage.)

This endorsement amends the following policy Terms. It must be attached to the policy when the premises described in the declarations are located in Wisconsin.

INCIDENTAL PROPERTY COVERAGES

Debris Removal Part of incidental coverages is replaced by the following:

Debris Removal - We pay for the reasonable expense of debris removal of covered property following an insured loss.

Debris Removal expense is included in the specific limit of liability shown for each item listed on schedule of barns, buildings, structures and additional dwellings.

Our limit of liability shall not exceed the limit, per individual "DAMAGED" item listed.

EXCLUSIONS THAT APPLY TO PROPERTY COVERAGES. (page 5)

Exclusion 1

Ordinance or Laws - The Ordinance or Law provision in the perils parts does not apply to owner occupied residence premises with four or fewer families.

PAYMENT OF LOSS OR CLAIM (Page 7)

1. **Property Coverages**; (a) 45 days is deleted and replaced with 30 days.

WHAT YOU MUST DO IN CASE OF LOSS (Page 7)

Under item 1. Notice, paragraph (a) is deleted and replaced by the following:

(a) In case of a loss (or if an insured becomes aware of anything that indicates that there might be claim under this policy), the insured must give us or our agent notice (in writing if requested) as soon as reasonably possible.

UNDER ITEM 5. ADDITIONAL DUTIES—PERSONAL LIABILITY UNDER ITEM 6. ADDITIONAL DUTIES—MEDICAL PAYMENTS TO OTHERS COVERAGE.

The following is added:

- (c) after an occurrence causing bodily injury or property damage,

YOU shall take, at YOUR expense, reasonable steps to prevent similar occurrences in the future from the same or similar conditions.

CONDITIONS APPLICABLE TO ALL COVERAGES (Pages 8, 9)

2. **CANCELLATION** is replaced by the following:
Cancellation -

- You may cancel this policy at any time by giving us written notice or returning the policy to us and stating when thereafter the cancellation is to become effective.

- We may cancel this policy, or any of its parts, by written notice delivered to or mailed to you at the mailing address last known to us or of our authorized agent. Proof of delivery or mailing is sufficient proof of notice. We may cancel the policy under the following conditions:

- **Non-Payment of Premium** - We may cancel this policy if the premium has not been paid when due by giving the required notice at least 10 days before the cancellation is effective.

- **Policies in effect less than 60 days** - We may cancel this policy if it has been in effect less than 60 days for any reason by giving the required notice at least 10 days before the cancellation is effective.

- **Policies in effect 60 days or more and renewal policies** - We may cancel this policy if it has been in effect 60 days or more and the renewal policies for the reasons stated below by giving the required notice of at least 10 days before the cancellation is effective. This provision is applicable only when:

- the policy was obtained through material misrepresentation; or
- there has been a substantial change in the risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or
- there have been substantial breaches of contractual duties conditions or warranties.

(continued reverse side)

MONTELO FIRE DEPARTMENT RELEASE

(608)
297-
9237

OWNER X

RENTER _____

CARETAKER _____

ADDRESS: 1314 18th Ave. Washed 54760

Robert Moss HAS BEEN ADVISED OF ANY STRUCTURAL
DAMAGE, DISCONNECTIONS, OR ANY SPECIAL HAZARDS AS FORSEEN BY
OFFICER IN CHARGE

Chief Daniels

SIGNATURE: R. Moss

DATE: 6-19-72

TIME: 12:42 P.M.

STRUCTURAL: Damage.

ELECTRICAL: off m.t. pulled by Adams-Morgan.

HEATING: off.

SERVICE DISCONNECTS:

LP off Saled

NATURAL _____

ELECTRIC METER pulled

COMMENTS OR NOTES:

Gas Filled Basement Area of
Home Pump for well started causing a
explosion no fire damage.

RYANS & ROGERS CONSTRUCTION
1175 LAKE RD
NESHKORO WI 54960

July 13, 1992

TO WHOM THIS MAY CONCERN:

OPPINION ON THE DAMAGED HOME OF MR. & MRS ROBERT MOSS.

We have looked over the log house and in our oppinion the cost of taking the house apart and trying to buy materials to match the damaged materials would be greater than to completly demolish the existing dwelling and build new. The damage is more extensive than the salvage. The longer the house remains in the damaged state the worse the materials will become do to warpage. We had a price of \$5000. to demolish and remove debris. If it was taken apart piece by piece the cost could run over \$8500. and this would off set any salvage of materials. The roof trusses have seperated from the back main wall and are ruptured. Most of the main support tails are split or damaged in some degree. We would not use 75% of the existing materials in reconstruction as to satisfy the building inspectors, owner or our own building name.

Thank you


Ryan Montney

Covering Marquette
And Waushara Counties

Over 30 Yrs. Experience
Free Estimates

Ryans And Rogers
Complete Remodeling & Repair
To New Homes & Garages

Roger
(414) 293-8464

Ryan
(414) 293-8463

2. **Condition 4 — Nonrenewal** is amended as follows:

The number of days notice required for nonrenewal is increased from thirty to sixty days.

3. **Concealment or Fraud** condition is replaced by the following:

Concealment or Fraud

No oral or written statement, representation or warranty made by an insured person or in behalf of that person in the negotiation of this policy shall be deemed material or void the policy, unless the statement, representation or warranty was false and made with intent to deceive, or unless the matter misrepresented or made a warranty increased the risk or contributed to the loss. No breach of a warranty in this policy shall defeat or void this policy unless the breach of warranty increased the risk at the time of the loss, or contributed to the loss, or existed at the time of the loss. The provisions of this condition do not apply to failure to tender payment of premium.

4. Add the following condition:

Knowledge and Acts of Agents

Any fact which breaches a condition of this policy, and is known to our agent at the time of application for this policy, or at the time of issuance of this policy, or thereafter, shall be considered to be known by us.

5. The provision in your policy entitled **Subrogation, Our Right to Recover Payment, or Our Recovery Rights** will be amended to include the following statement:

"Our right to recover payment will not apply until you have been fully compensated for the loss to which you are legally entitled."

6. The following condition is deleted:

Suspension for Nonpayment of Premium.

PAYMENT OF LOSS OR CLAIM

1. *Property Coverages:*

- a. **Your Property** - We will adjust all losses with you. An insured loss will be payable 45 days after a satisfactory proof of loss is received and the amount of the loss has been established either by written agreement with you or the filing of an appraisal award with us. Payment will be made to you unless another loss payee is named in the policy.
 - b. **Additional Living Expenses** - If the insured premises are made unfit for occupancy for more than one month, covered expenses will be paid on a monthly basis upon submission of reasonable proof of the insured's expenses.
 - c. **Damage to Personal Property of Others** - At our option, an insured loss to property of others may be:
 - 1) adjusted with and paid to you for the account of the owner of the property; or
 - 2) adjusted with and paid to the owner. Payment to the owner discharges our obligation to an insured as to this property.
 - d. **Our Options**
 - 1) We have the option to:
 - (a) pay the loss in money; or
 - (b) rebuild, repair or replace with property of equivalent kind and quality, to the extent practicable, within a reasonable time. We must give the insured notice of our intent to do so within 30 days after receipt of a duly executed proof of loss.
 - 2) We may take all or any part of damaged property at the agreed or appraised value. Any property paid for or replaced shall become our property.
2. **Liability Coverages** - Any person, who has secured a judgment against an insured for an insured loss or has liability established by a written agreement between the claimant, an insured and us, is entitled to recover under this policy to the extent of coverage provided.

WHAT YOU MUST DO IN CASE OF LOSS

1. *Notice*

- a. In case of a loss or if an insured becomes aware of anything that indicates there might be a claim under this policy, he or she must:
 - 1) promptly give us or our agent notice (in writing if requested);
 - 2) notify the police when the act causing the loss is also a violation of law; or
 - 3) notify the credit card company, if the loss involves credit cards.
 - b. The notice to us must state:
 - 1) the insured's name, the kind of policy, policy number and the time, place, and circumstances of the loss; and
 - 2) names and addresses of any potential claimants and witnesses.
2. **Cooperation** - The insured must cooperate with us in performing all acts required by this policy.
3. **Volunteer Payments** - The insured must not, except at his or her own cost, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as specifically permitted in the following paragraph.
4. **Additional Duties - Property Coverages**
- a. The insured must also:
 - 1) take all reasonable steps to protect covered property at and after an insured loss to avoid further damage; (We pay for repairs which are reasonable and necessary to protect the property from further damage, provided the insured keeps an accurate record of such expenses. These payments do not increase the limit of liability otherwise applicable to the loss.) and
 - 2) submit to us a statement of loss (under oath if requested) within 60 days after the loss or accident.
 - b. At our request, the insured must also:
 - 1) submit a proof of loss containing the following information:
 - a) the time, place and circumstances of loss;
 - b) the insured's interest and the interests of all others in the property involved, including all mortgages and liens on the covered property;
 - c) other policies of insurance that may cover the loss on the property;
 - d) changes in title or occupancy of the property during the policy period;

0310

LENNOX International Inc.

CORPORATE OFFICES

HEATING AND AIR CONDITIONING
ESTABLISHED 1895

PAMELA A. SWANK
Corporate Counsel

Direct Dial: 214-497-5339

P.O. BOX 799900
DALLAS, TEXAS 75379-9900
PHONE: 214-497-5000
LAW DEPT. FAX: 214-497-5268

February 10, 1993

Mr. Joel I. Friedman, Director
National Injury Information Clearinghouse
U.S. Consumer Product Safety Commission
Washington, D.C. 20207

Re: Your File No. 920827CCN2484

Dear Mr. Friedman:

This will acknowledge receipt of your January 15, 1993, letter to John W. Norris, Jr. as part of the Consumer Product Safety Commission's policy of sharing complaints and investigative reports concerning injuries or potential injuries associated with products of manufacturers. The materials attached to your letter discuss an explosion allegedly due to an LP gas leak in the residence of a family in Neshkoro, Wisconsin. It is further alleged that the only gas appliance in the home is a Lennox furnace.

We, as a general practice, take any such report regarding our products very seriously regardless of the source of the report. Lennox received a report regarding this incident shortly after it happened and immediately undertook an investigation to determine the cause of the explosion and to determine whether this incident constituted a substantial product hazard or whether Lennox has any obligation under Section 15 of the Consumer Product Safety Act.

After a review of the materials provided and its own investigation, Lennox has found no evidence to substantiate a claim that the Lennox furnace was the cause of the alleged explosion. Lennox through its insurer is continuing this investigation and will take appropriate action in the event evidence is uncovered which establishes that the explosion resulted from the Lennox furnace.

Consequently, it is the conclusion of Lennox Industries Inc. that neither this report nor any other information available to Lennox reasonably would support a conclusion that this incident constituted a substantial product hazard or that Lennox has any obligation under Section 15 of the Consumer Product Safety Act.

Mr. Joel I. Friedman
February 10, 1993
Page Two

If you have any information to the contrary, please provide it to us so we might respond appropriately. Thank you for sharing this report with Lennox. Lennox believes the information in this report constitutes trade secrets or confidential proprietary information that should be withheld from public disclosure pursuant to Exemption 4 of the Freedom of Information Act.

Sincerely

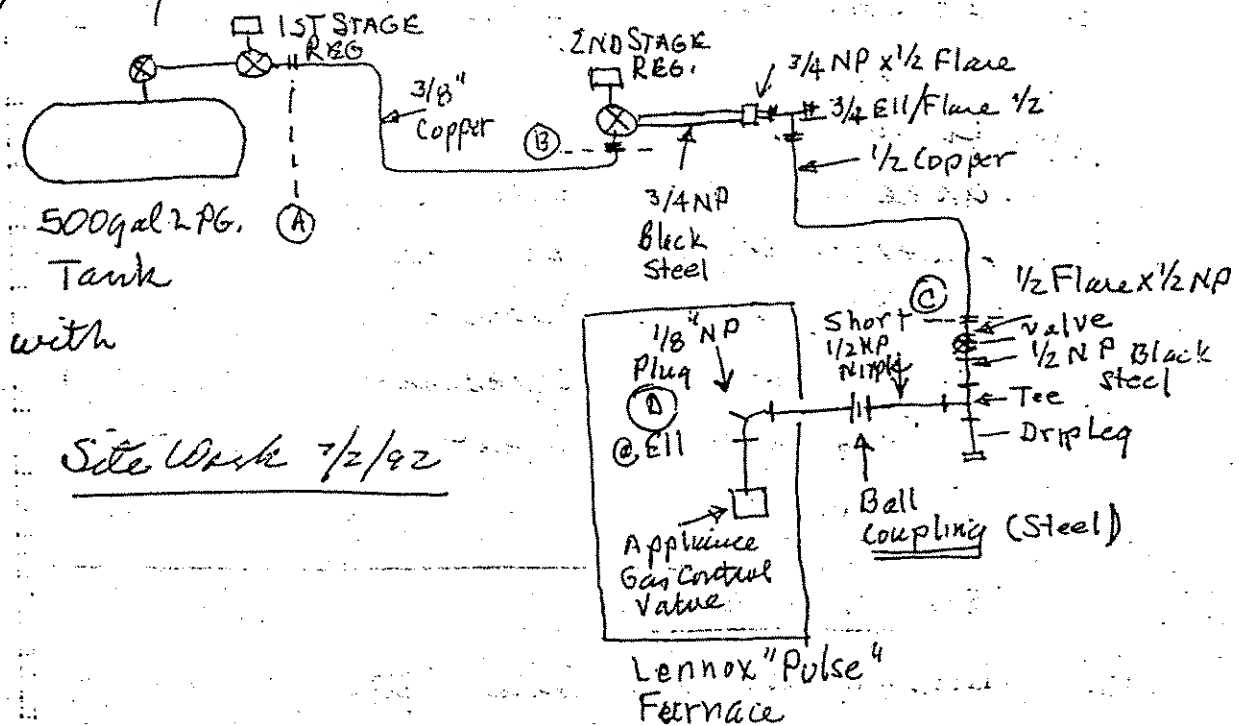
A handwritten signature in cursive script, appearing to read "Pamela A. Swank".

Pamela A. Swank
Assistant General Counsel

cc: Mr. Bill Drake
Ms. Linda Alderson

g:\ind\pas2792.plb

7/3/92/7/6/92 Office Notes of Site work on 7/2/92
 J. Ramsey Related to Testing of LP Gas line for leaks (1)



Stepwise Leak / Pressure Testing

(J. Ramsey, Keith Naeve, Ron Weiss)

① Soaped three fittings on Tank, Regulator. Turned LP Gas Valve on at Tank. (1 min. x 2 Times)
 No apparent bubble leaks at Tank and 1st Stage Regulator fittings. Keith Naeve & Jim Ramsey noted leak "hiss" and smell of LP Gas at top of furnace gas control/regulator (inside furnace cabinet). See Photos R3-21A, 22A,

② Disconnected 3/8 inch Flare Connection at outlet of 1st Stage Regulator (location "A" in sketch above). Installed inline pressure gage (0-30 psig) and valve for control of flow outlet.

No Flow (locked up)	9.8 psig	See Photo R3-24A
Small flow (3/8" gas valve)	9.6 psig	
1/4 Turn Open		

1st Stage Regulator

7/3/92 "Office Notes of Site Work on 7/2/92"

J. Ramsey

- ③ Leak test of gas supply system from (A) onward.

Connected air source, control valve, pressure gage and flow meter to $3/8$ copper gas supply line. (air used)

Flowmeter Dwyer RMA-6-SSY

The uncorrected readings, holding 10.0 psig supply pressure was found to be

$$Q_{\text{leak}} = 9.5 \text{ scfh (std cu. ft./hr)}$$

See Photo R4-0A

- ④ Disconnected Appliance fitting ($1/8$ NPT Plug) at Furnace (location D) inside cabinet. Connected $1/8$ NP to Nose Connection. Supplied Air source with valve and flow meter and pressure gage - measured pressure at appliance pressure tap (downstream of 2nd stage regulator) while supplying $10 \pm 1/2$ psig at location (A). Results were 12.2 - 12.3 in H₂O at appliance.

See photos R4-2A, 1A, 3A.

- ⑤ Soaped inlet fitting assembly to 2nd Stage Regulator (low side of house); Pressurized LP Gas line with air at 10 psig. Very small bubbles at flare fitting (of very little significance). Location (B) on sketch

See Photo R4-5A

7/3/92 ^{4/7/92} Office Notes of Site Work on 7/2/92. (3)

J. Ramsey

- (6) Disconnected 3/8 inch flare fitting at inlet to 2nd Stage Regulator at location (B). Connected air supply with pressure gage and flow meter at A. Capped off 3/8" copper line with plug at (B) location. Pressurized to 10 psig. The low range flow meter indicated less than 0.2 scfh total leakage from (A) → (B). No gross or significant leakage!!

$$Q \leq 0.2 \text{ scfh}$$

Pressurized line (A) → (B) with air closed valve:

Results

4 min

Elapsed Time

Press.

Time

11.5 psig

4:09 pm

3.7 psig

4:13 pm

Total buried line length is approx 40 ft.

See Photos R4-4A, 5A

- (7) Reconnected 3/8 inch copper line to inlet of 2nd stage regulator. Soaped connection fitting at (B) pressurized line to psig, no significant bubbles present (required two trials of connection takeoff and reinstalled - small sand grains in connector threads):

- (8) Soaped Connections on 1/2 copper line, fittings 1/2 N Pipe nipple, tee, drip leg and "ground" ball coupling at vicinity of location (C). Pressurized line at (A) with 10 psig air. Noted leak bubbles at ball coupling and closure valve stem. See photos R4-6A to 10A.

7/3/92 Office Notes of Site Work on 7/2/92

(4)

J. Ramsey 7/2/92

- (9) Disconnected 1/2 inch flare fitting at (C). Installed plug in flare fitting. Connected air source, pressure gage and Dwyer flow meter at (A).

Results $Q \leq 0.2$ scfh net loss from (A) \rightarrow (C). no significant leakage

Test work was discontinued at 5:45 pm on 7/2/92 at direction of Mr. Robert Mass.

7/3/92 ^{4/7/92} Office Notes of Site Work on 7/2/92. (3)

Jimmy

- (6) Disconnected 3/8 inch flare fitting at inlet to 2nd Stage Regulator at location (B). Connected air supply with pressure gage and flow meter at A. Capped off 3/8" copper line with plug at (B) location. Pressurized to 10 psig. The low range flow meter indicated less than 0.2 scfh total leakage from (A) → (B). No gross or significant leakage!!

$$Q \leq 0.2 \text{ scfh}$$

Pressurized line (A) → (B) with air closed valve:

Results

4 min

Elapsed Time

<u>Press.</u>	<u>Time</u>
11.5 psig	4:09 pm
3.7 psig	4:13 pm

Total buried line length is approx 40 ft.

See Photos R4-4A, 5A

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7/3/92 Office Notes of Site Work on 7/2/92

(4)

J. Ramsey 7/2/92

- (9) Disconnected 1/2 inch flare fitting at (C). Installed plug in flare fitting. Connected air source, pressure gage and Dwyer flow meter at (A).

Results $Q \leq 0.2 \text{ scfh}$ net loss from (A) \rightarrow (C). no significant leakage

Test work was discontinued at 5:45 pm on 7/2/92 at direction of Mr. Robert Mass.

AUG - 5 1992

August 3, 1992

Post-It™ brand fax transmittal memo 7671		# of pages >	
To	Robin Rose, CFS	From	Doug Augustine
Co.		Co.	DATCIP
Dept.		Phone #	414 448 5112
Fax #	247 1466	Fax #	448-5124

Robert E. Moss
1314 18th Ave.
Neshkoro, WI 54960

Doug Augustine
D.A.T.C.P. - Consumer Protection
200 N. Jefferson - Suite 146 A
Green Bay, WI 54301

Dear Doug Augustine:

On 6-19-92 my new log home exploded. The explosion came from my Lennox Pulse Furnace that was installed around 2-1-92. The Montello Fire Chief's report is enclosed.

In my opinion, Lennox and Mt. Morris Mutual Insurance Company are working together to hide the fact that something in this furnace was defective. I have been told that if I contact any outside agencies that my claim will never be paid. I have also been told that I have to give up my property (Lennox Furnace) without compensation before my claim will be acted upon. Proof of Loss was established on 6-19-92.

I don't know what Lennox and Mt. Morris are trying to hide as they have had 45 days to test the furnace at my property. Howard Fenske of Mt. Morris Mutual took a box of parts from my furnace on 6-19-92 and has refused to give my parts back or even to give me a receipt for the parts. Why?

I want to file a complaint against Lennox and Mt. Morris Mutual for their Police State attitude towards me the consumer, and I would like to find out if there are any problems nationwide with this furnace.

Please find all correspondence with the companies and agencies involved enclosed herein. Thank you. The only date I can find on the furnace itself is 1988. Photos taken did not clearly indicate numbers or letters. They are as such: Ansi Z21.64 - 1988
Model G 14Q3-60-20
Serial # 5891A10022

Sincerely,

Robert Moss

ROBERT MOSS

ENC: (6) photos of furnace; July 9th letter to Office of Commissioner of Insurance; July 23rd letter to Representative Ben Brancel with enclosures; July 28th notarized statement to Ben Brancel, Mt. Morris Mutual, Phil Kress of Commissioner of Insurance of Wi. all (3) given in person July 29, 1992; August 3rd statement to Ben Brancel and

CONSUMER PRODUCT INCIDENT REPORT

1. NAME OF RESPONDENT <i>DOUG AUGUSTINE</i>		2. TELEPHONE NO. (Home) (Work) <i>504-0424</i>	
3. STREET ADDRESS <i>WI - Dept. of Consumer Protection</i>		4. CITY STATE ZIP CODE <i>(414) 448-5112</i>	
5. DESCRIBE ACCIDENT SITUATION OR HAZARD, INCLUDING DATA ON INJURIES. (Use second page if necessary.) <i>See Attached</i>			
6. DATE OF INCIDENT(S) <i>6/19/92</i>	7. IF INJURY OR NEAR MISS, OBTAIN AGE _____ SEX _____ AND DESCRIBE INJURY _____		8. IF VICTIM DIFFERENT FROM RESPONDENT, PROVIDE NAME _____ RELATIONSHIP _____
9. DESCRIPTION OF PRODUCT <i>Lennox Pulse Furnace</i>		10. BRAND NAME <i>See # 9</i>	
11. MANUFACTURER/DISTRIBUTOR NAME, ADDRESS & PHONE		12. MODEL, SERIAL NO.'S <i>G 14Q3-60-20 / # 5891A10027</i>	
		13. DEALER'S NAME, ADDRESS & PHONE	
14. WAS THE PRODUCT DAMAGED, REPAIRED OR MODIFIED? YES _____ NO _____ IF YES, BEFORE OR AFTER THE INCIDENT? Describe _____		15. PRODUCT PURCHASED NEW _____ USED _____ DATE PURCHASED _____ AGE _____	
		16. DOES PRODUCT HAVE WARNING LABELS? IF SO, NOTE: _____	
17. HAVE YOU CONTACTED THE MANUFACTURER? YES _____ NO _____ IF NOT, DO YOU PLAN TO CONTACT THEM? YES _____ NO _____ OTHER _____		18. IS THE PRODUCT STILL AVAILABLE? YES _____ NO _____ IF NOT, ITS DISPOSITION _____	
19. MAY WE USE YOUR NAME WITH THIS REPORT? YES _____ NO _____			
FOR ADMINISTRATION USE			
20. DATE RECEIVED <i>8/24/92</i>	21. RECEIVED BY (Name & Office) <i>Robin Ross - HKE</i>		22. DOCUMENT NO. <i>G28 0196</i>
23. FOLLOW-UP ACTION <i>INVESTIGATION 920827 CCN 2484</i>			24. PRODUCT CODE(S) <i>0310</i>
25. DISTRIBUTION <i>FOUR, EPDS, FOUR</i>		26. ENDORSEER'S NAME & TITLE <i>Eric B. Ault, Regional Director</i>	

AUG 5 1992

August 3, 1992

Post-It™ brand fax transmittal memo 7671		# of pages >	
To	Robin Rice, CPSC	From	Doug Augustine
Co.		Co.	DATCIP
Dept.		Phone #	414 448 5112
Fax #	247 1466	Fax #	448-5124

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0310

3

LENNOX International Inc.

CORPORATE OFFICES

HEATING AND AIR CONDITIONING
ESTABLISHED 1895

PAMELA A. SWANK
Corporate Counsel

Direct Dial: 214-497-5339

P.O. BOX 799900
DALLAS, TEXAS 75379-9900
PHONE: 214-497-5000
LAW DEPT. FAX: 214-497-5268

February 10, 1993

Mr. Joel I. Friedman, Director
National Injury Information Clearinghouse
U.S. Consumer Product Safety Commission
Washington, D.C. 20207

Re: Your File No. 920827CCN2484

Dear Mr. Friedman:

This will acknowledge receipt of your January 15, 1993, letter to John W. Norris, Jr. as part of the Consumer Product Safety Commission's policy of sharing complaints and investigative reports concerning injuries or potential injuries associated with products of manufacturers. The materials attached to your letter discuss an explosion allegedly due to an LP gas leak in the residence of a family in Neshkoro, Wisconsin. It is further alleged that the only gas appliance in the home is a Lennox furnace.

We, as a general practice, take any such report regarding our products very seriously regardless of the source of the report. Lennox received a report regarding this incident shortly after it happened and immediately undertook an investigation to determine the cause of the explosion and to determine whether this incident constituted a substantial product hazard or whether Lennox has any obligation under Section 15 of the Consumer Product Safety Act.

After a review of the materials provided and its own investigation, Lennox has found no evidence to substantiate a claim that the Lennox furnace was the cause of the alleged explosion. Lennox through its insurer is continuing this investigation and will take appropriate action in the event evidence is uncovered which establishes that the explosion resulted from the Lennox furnace.

Consequently, it is the conclusion of Lennox Industries Inc. that neither this report nor any other information available to Lennox reasonably would support a conclusion that this incident constituted a substantial product hazard or that Lennox has any obligation under Section 15 of the Consumer Product Safety Act.

Mr. Joel I. Friedman
February 10, 1993
Page Two

If you have any information to the contrary, please provide it to us so we might respond appropriately. Thank you for sharing this report with Lennox. Lennox believes the information in this report constitutes trade secrets or confidential proprietary information that should be withheld from public disclosure pursuant to Exemption 4 of the Freedom of Information Act.

Sincerely

A handwritten signature in cursive script, appearing to read "Pamela A. Swank".

Pamela A. Swank;
Assistant General Counsel

cc: Mr. Bill Drake
Ms. Linda Alderson

g:\ind\pas2792.plb

U.S. CONSUMER PRODUCT SAFETY COMMISSION

AUTHORIZATION FOR RELEASE OF NAME

Thank you for assisting us in collecting information on a potential product safety problem. The Consumer Product Safety Commission depends on concerned people to share product safety information with us. We maintain a record of this information, and use it to assist us in identifying and resolving product safety problems.

We routinely forward this information to manufacturers and private labelers to inform them of the involvement of their product in an accident situation. We also give the information to others requesting information about specific products. Manufacturers need the individual's name so that they can obtain additional information on the product or accident situation.

Would you please indicate on the bottom of this page whether you will allow us to disclose your name. If you request that your name remain confidential, we will of course, honor that request. After you have indicated your preference, please sign your name and date the document on the lines provided.

☒

You are hereby authorized to disclose my name and address with the information collected on this case.

☐

My identity is to remain confidential.

G. M. 90
(Signature)

9-3-92
(Date)

USER'S INFORMATION MANUAL

G14 Series Units

GAS UNITS
502,596M
12/90
Supersedes 502,207M

RETAIN THESE INSTRUCTIONS FOR FUTURE REFERENCE

FOR YOUR SAFETY

Do not store or use gasoline or other flammable vapors and liquids in the vicinity of this or any other appliance.

WARNING

Improper installation, adjustment, alteration, service, or maintenance can cause injury or property damage. Refer to this manual. For assistance or additional information, consult a qualified installer, service agency, or the gas supplier.

FOR YOUR SAFETY

WHAT TO DO IF YOU SMELL GAS:

- Do not try to light any appliance.
- Open windows.
- Do not touch any electrical switch; Do not use the phone in your building.
- Immediately call your gas supplier from a neighbor's phone. Follow the gas supplier's instructions.
- If you cannot reach your gas supplier, call the fire department.

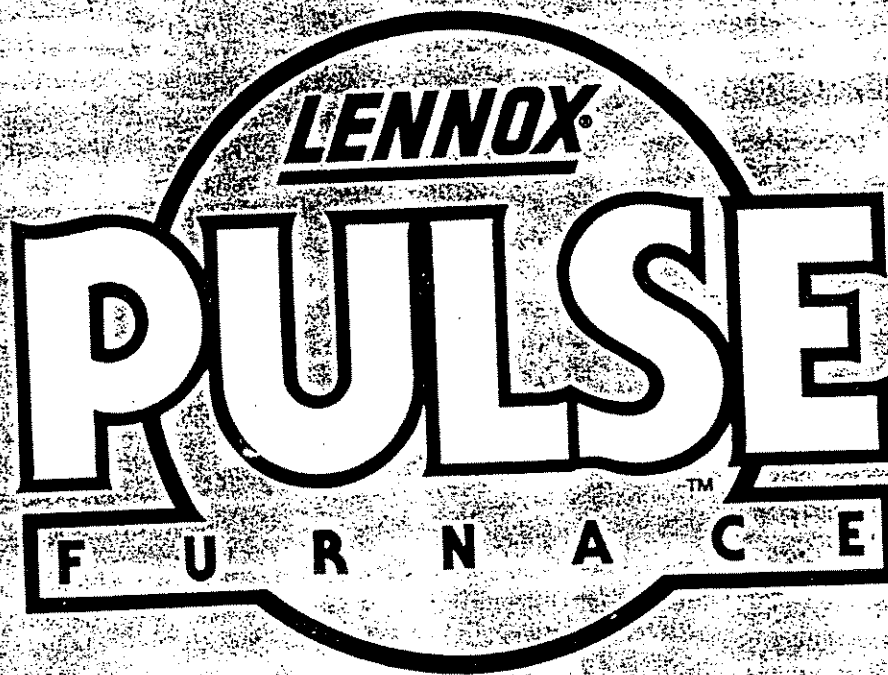
Litho U.S.A.

LENNOX Industries Inc.

Exhibit F

Exhibit G
920827CCN.
2484

OWNER'S MANUAL



FOR YOUR SAFETY

Do not store or use gasoline or other flammable vapors and liquids in the vicinity of this or any other appliance.

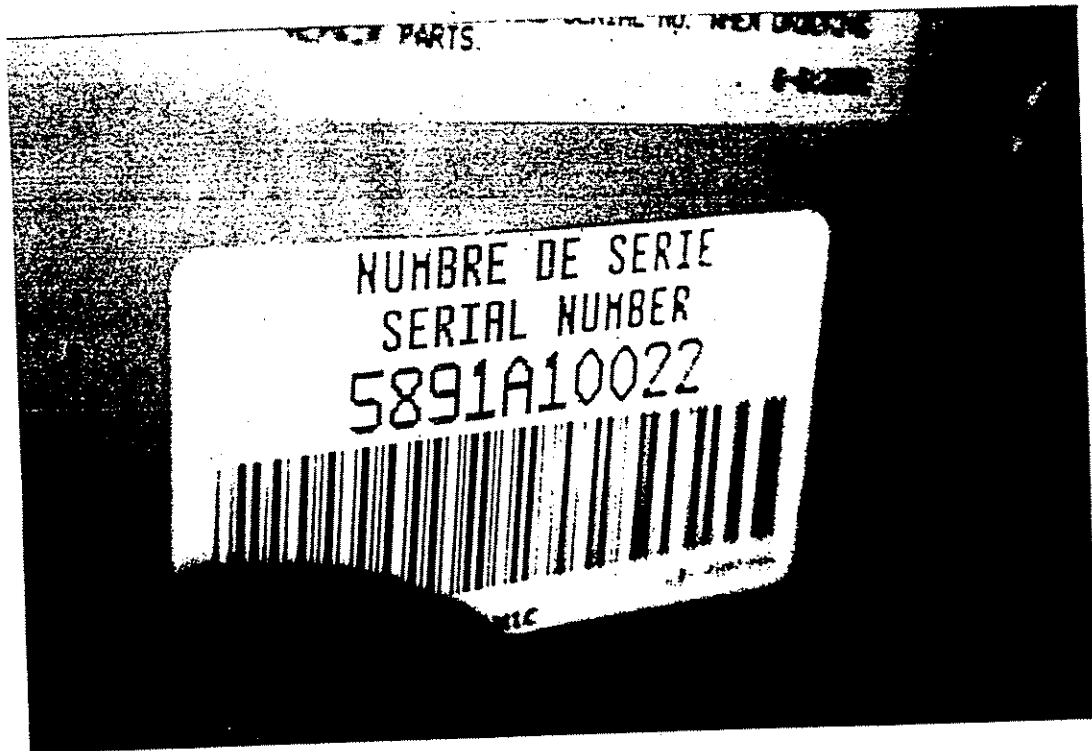
FOR YOUR SAFETY

If you smell gas:

1. Open windows.
2. Don't touch electrical switches.
3. Extinguish any open flame.
4. Immediately call your gas supplier.

WARNING - Improper installation, adjustment, alteration, service or maintenance can cause injury or property damage. Refer to this manual. For assistance or additional information, consult a qualified serviceman, service agency or gas supplier.

920827CCN2484



Furnace Serial Number

Outside Regulator-Ground Beneath Regulator was level prior to this incident.

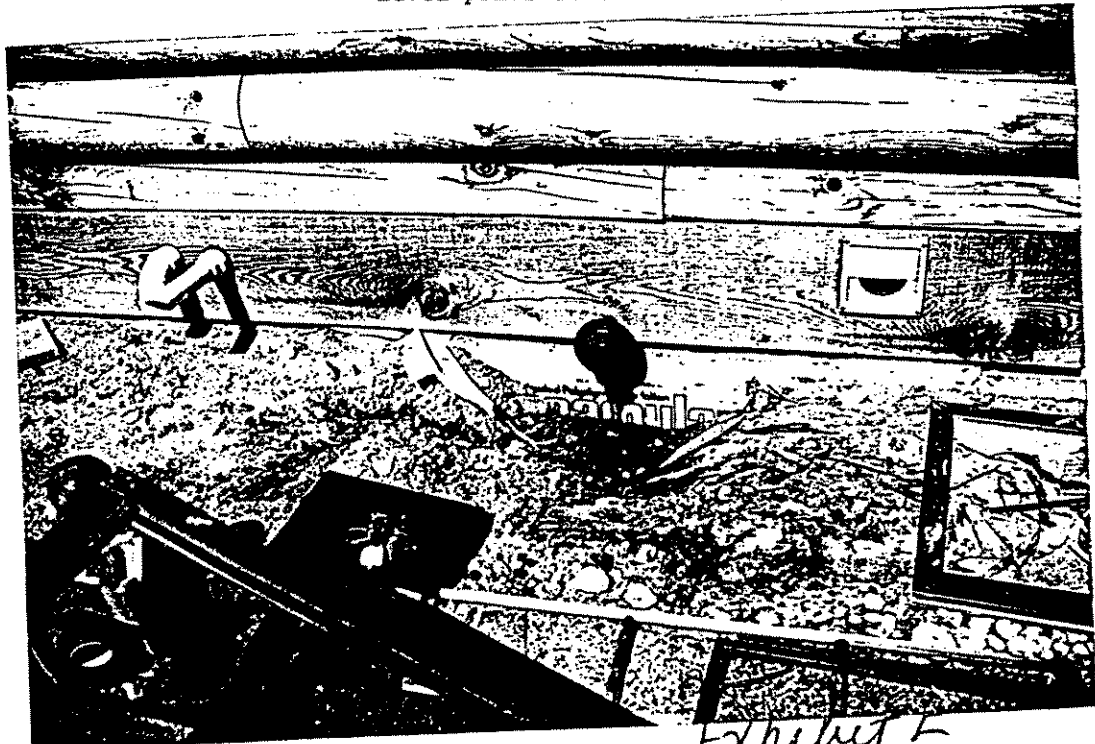


Exhibit L
920827CCN2484

920827CCN2484

LENNOX Industries Inc.
DALLAS, TEXAS

ANSI 11.1
DIRECT VENT CENTRAL FURNACE
MODEL 11

31403-60-2

HT: 58

VENT FORCED AIR FURNACE

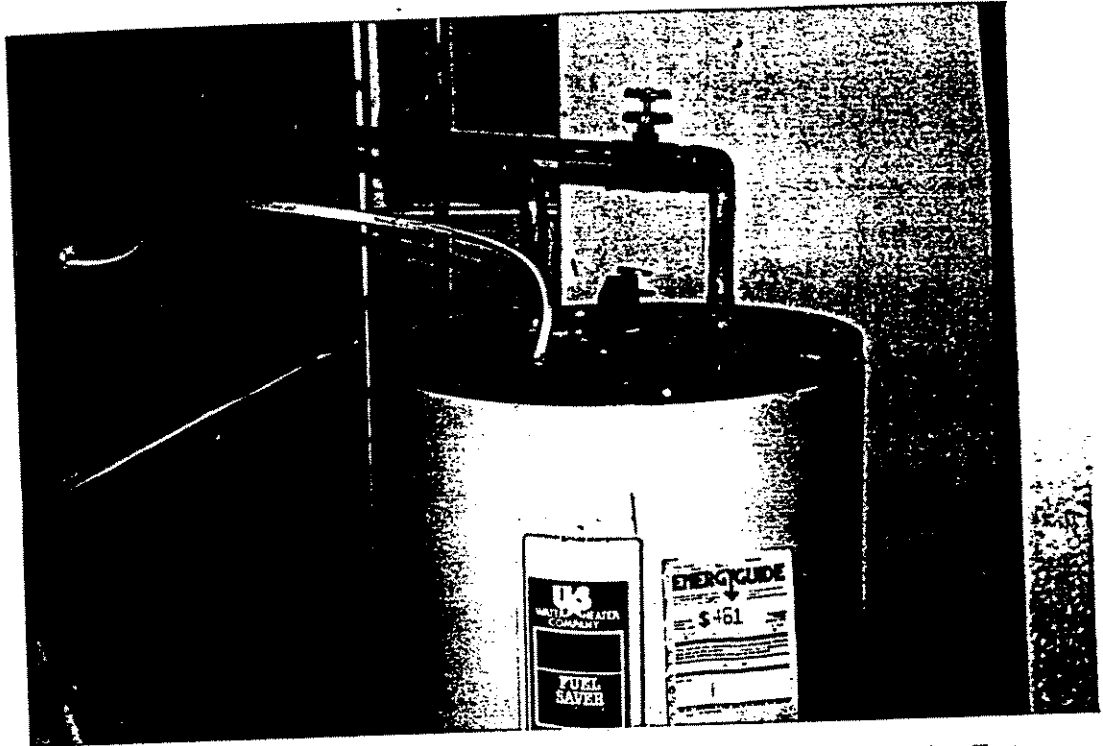
MAX FOLD PRESSURE
MAXIMUM GAS SUPPLY PRESS.
MINIMUM GAS SUPPLY PRESS.
PURPOSE OF INPUT ADJUSTMENT
MAX OUTLET AIR TEMP
MAX INPUT AMPS:
ELECTRICAL RATING: 120 VAC 60 Hz
AIR TEMP. MAX EXT. STATIC
RISE F. PRESS. - IN. W.C.
40-70 0.50

INSTALLATION IN A BUILDING

MAX EXT. STATIC
PRESS. - IN. W.C.
0.50

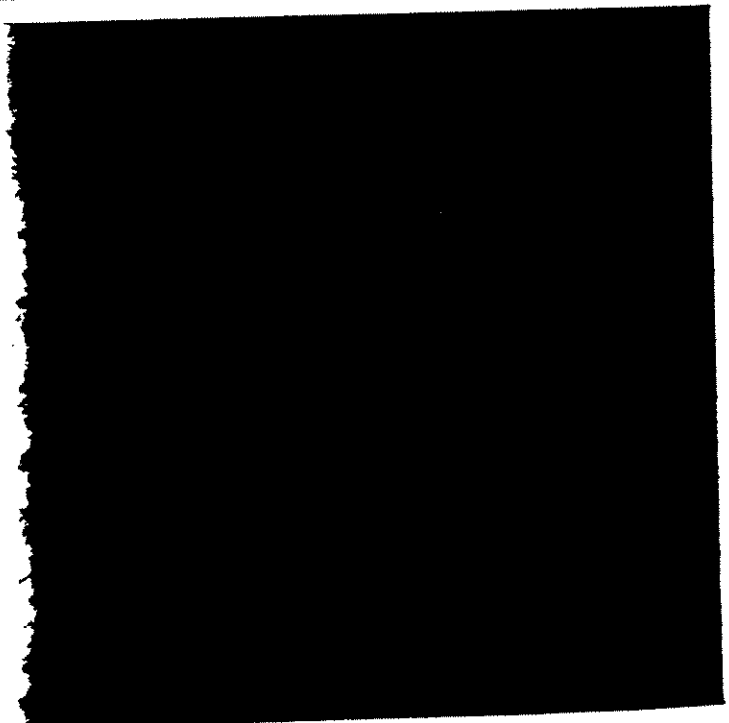
INSTALLATION IN A BUILDING
INSTALLATION IN HEATED OR UNHEATED SPACE
CLOSET OR ALCOVE INSTALLATION
CLEARANCES TO COMBUSTIBLE MATERIALS
TOP, SIDES, END, FLOOR
INSTALLATION ON COMBUSTIBLE MATERIALS
CLEARANCE: (FOR SEPARATE INSTRUCTIONS)
FURNACE MUST BE INSTALLED IN ACCORDANCE WITH
INSTRUCTIONS FOR VENTILATING AIR IN ACCORDANCE WITH
INSTALLATION INSTRUCTIONS FOR ALL TYPES OF
THICKNESS OF CONSTRUCTION FURNACE MUST BE
GAS PIPES MAY BE INSTALLED IN ACCORDANCE WITH
THIS FURNACE MUST BE INSTALLED IN ACCORDANCE
WITH MFR. INSTRUCTIONS AND ALL LOCAL CODES
IN THE ABSENCE OF LOCAL CODES, FOLLOW THE
ANS CODE ANSI Z223.1A-1995
MODEL NO. AND SERIAL NO. AND SERVICE
PARTS.

920827CCN2484



Water Heater Located to the Left of the Furnace
when facing the furnace.

Interior Labeling-Furnace



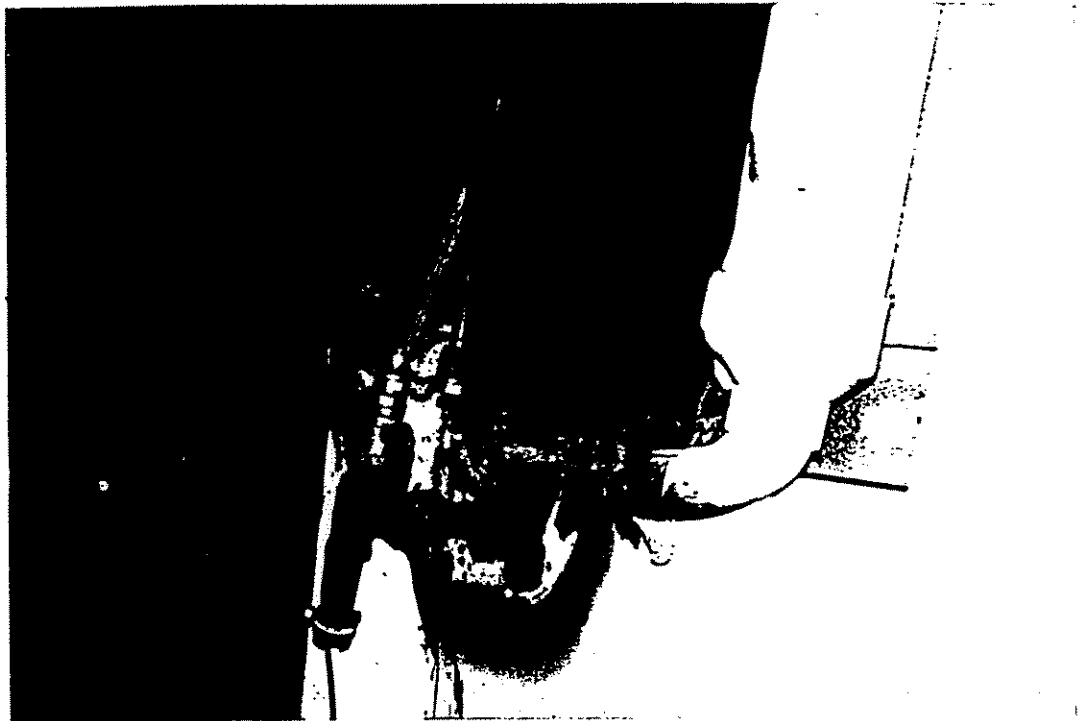
920827CCN2484



Additional Photots of Alleged Gas
Leak Area.



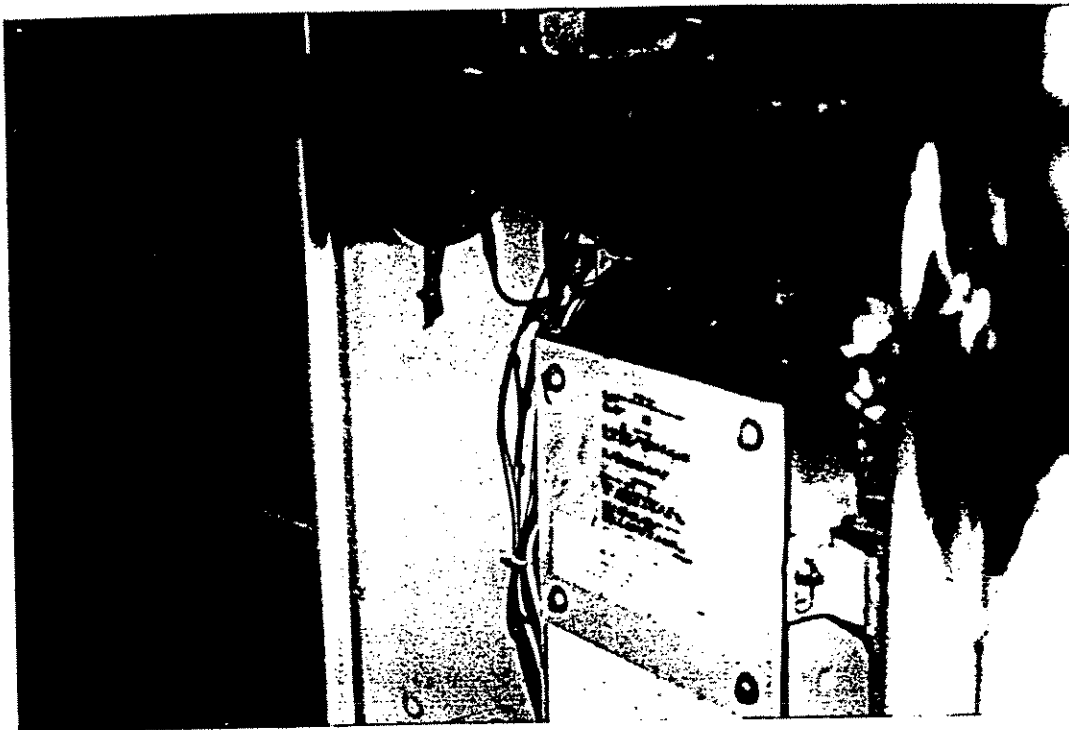
920827CCN2484



Area of Leak When Tested After Explosion
Connection to the Right of the Shut off
Valve-Last Connection prior to piping Entering
Furnace



920827CCN2484



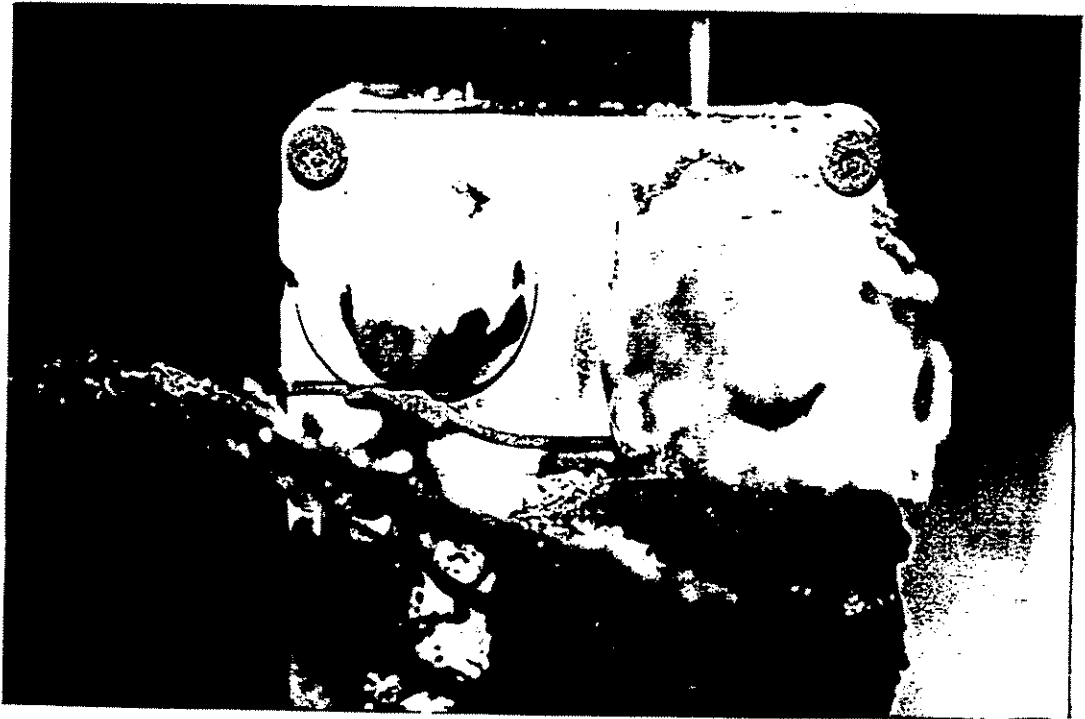
Furnace Interior



920827CCN2484



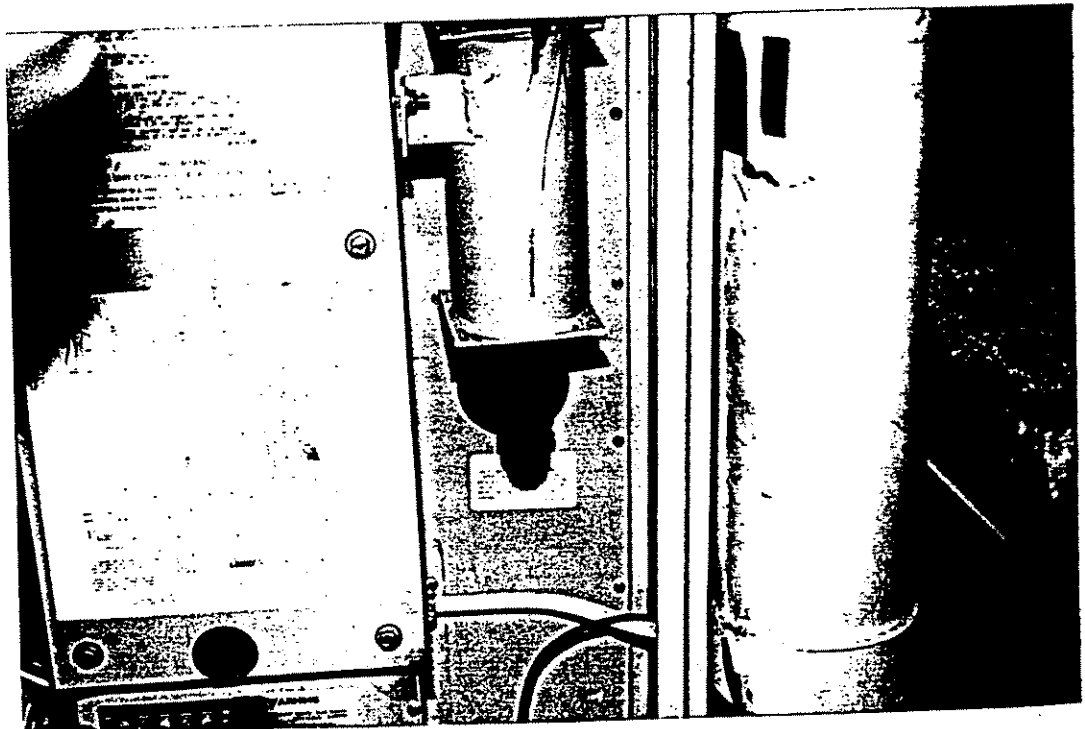
Close-up of Gas Valve Area



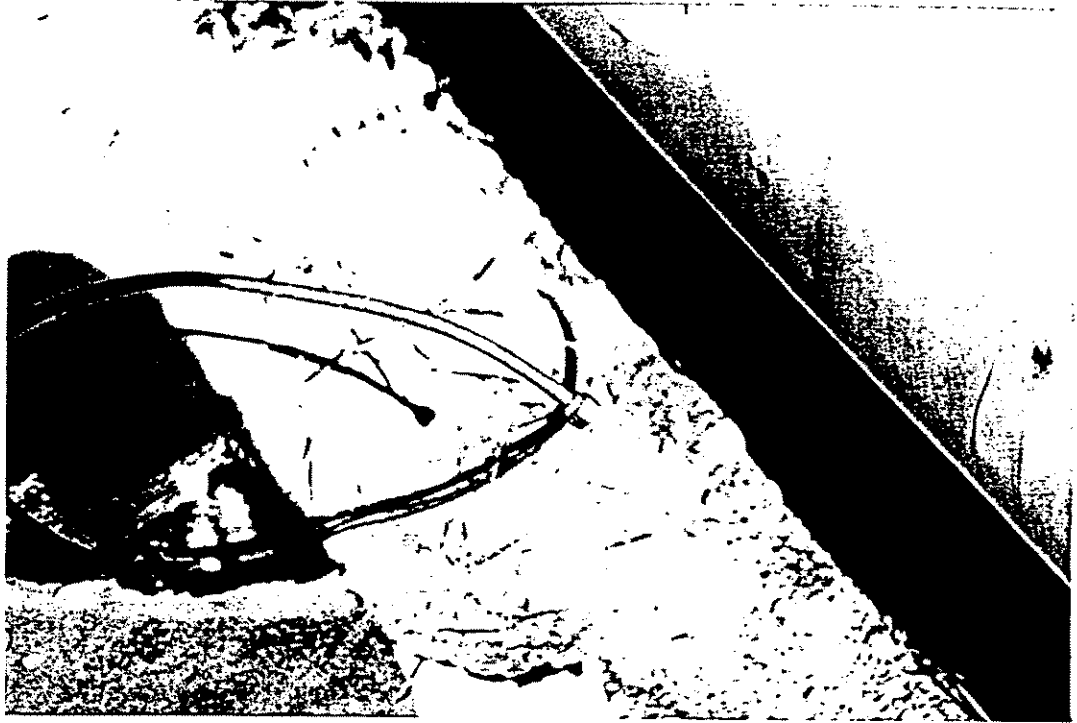
920827CCN2484



Interior of Furnace/Gas Valve

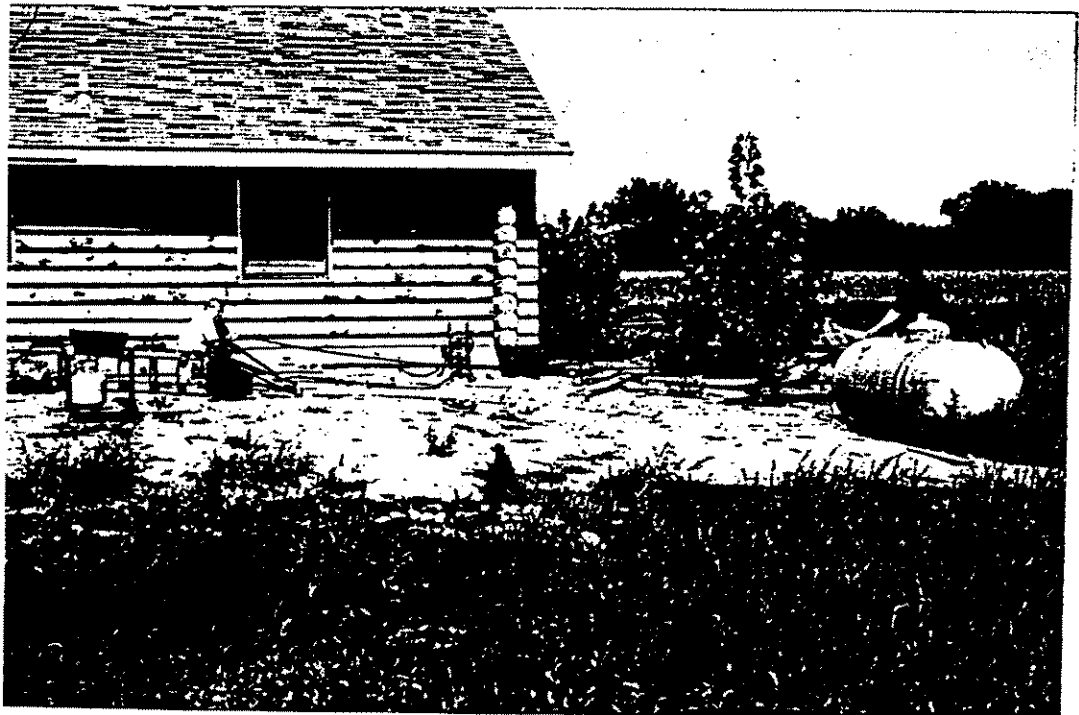


920827CCN2484

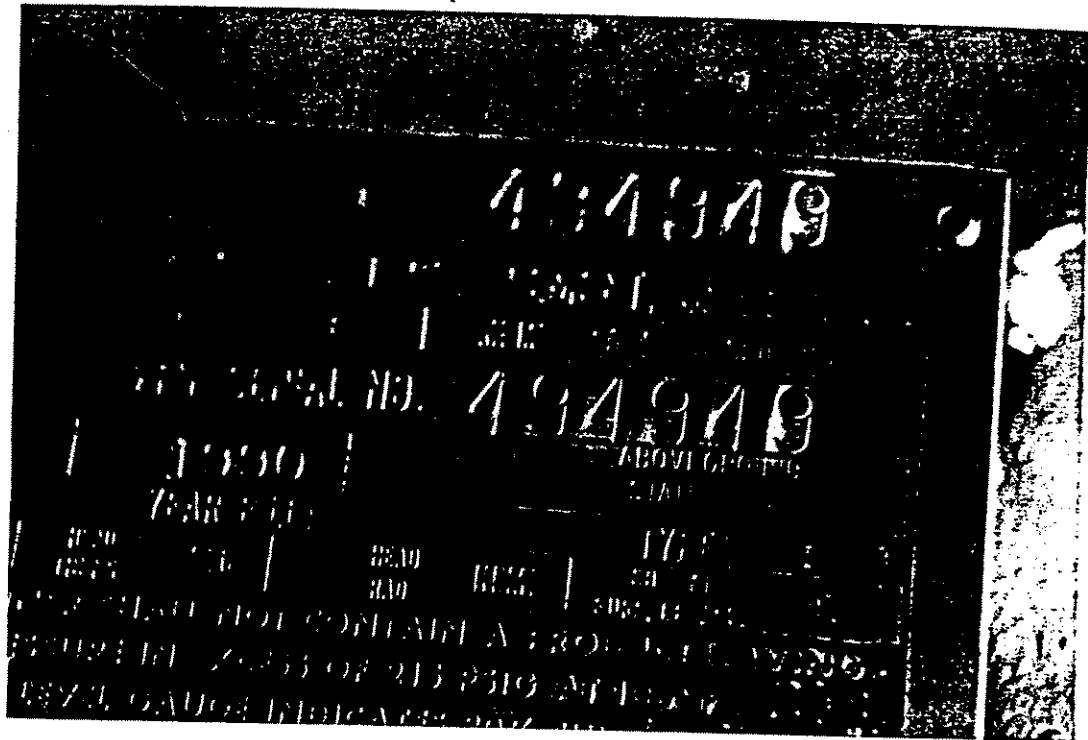


Disconnected Gas Line Near LP Tank

Area Between Tank and Regulator



920827CCN2484



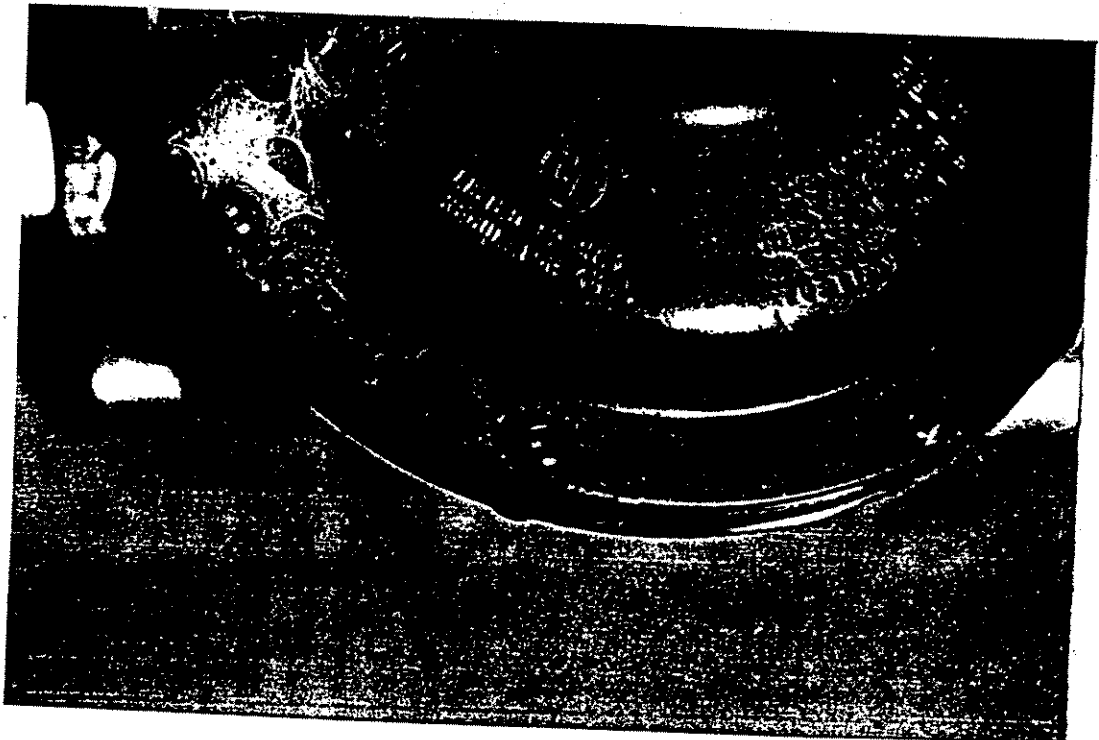
LP Tank Identification



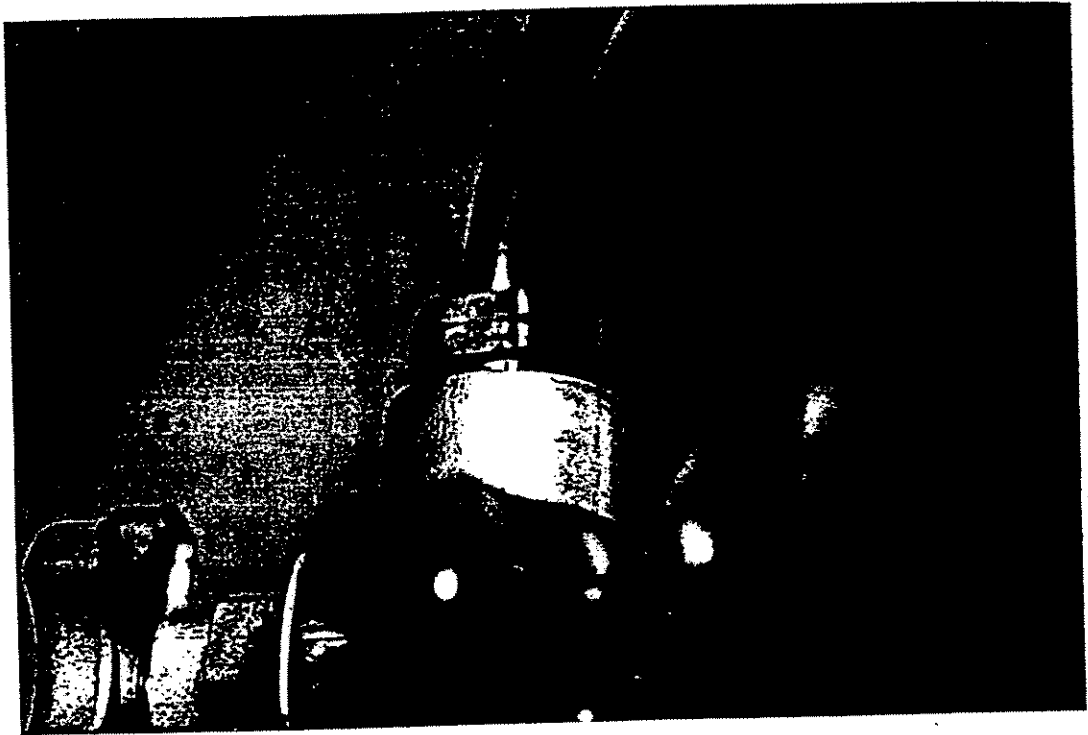
920827CCN2484



LP Tank Regulator/#2403 BEGO-/UL Listing



920827CCN2484



Cylinder Valve-Gas line-Outside LP Tank



920827CCN2484

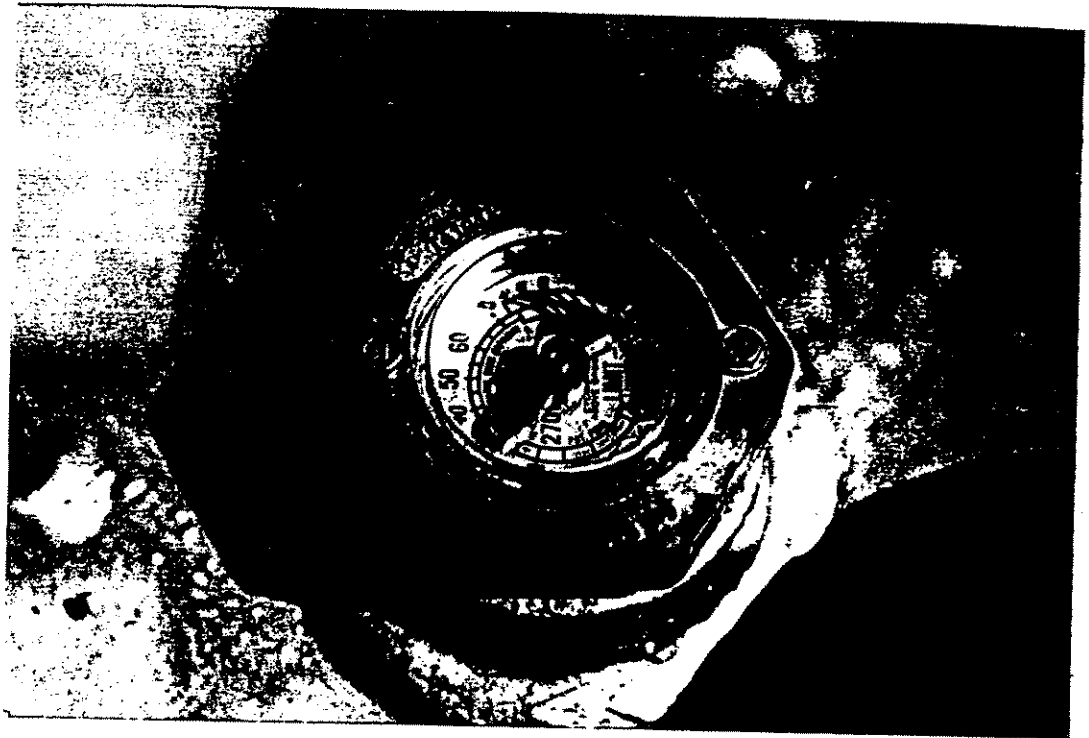


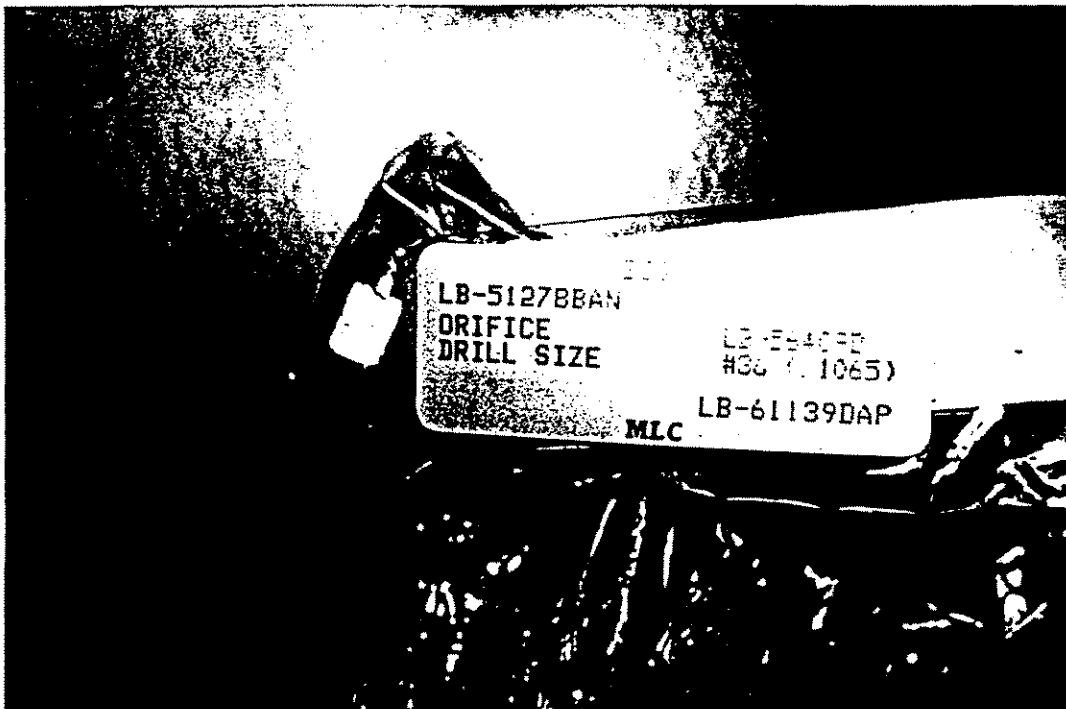
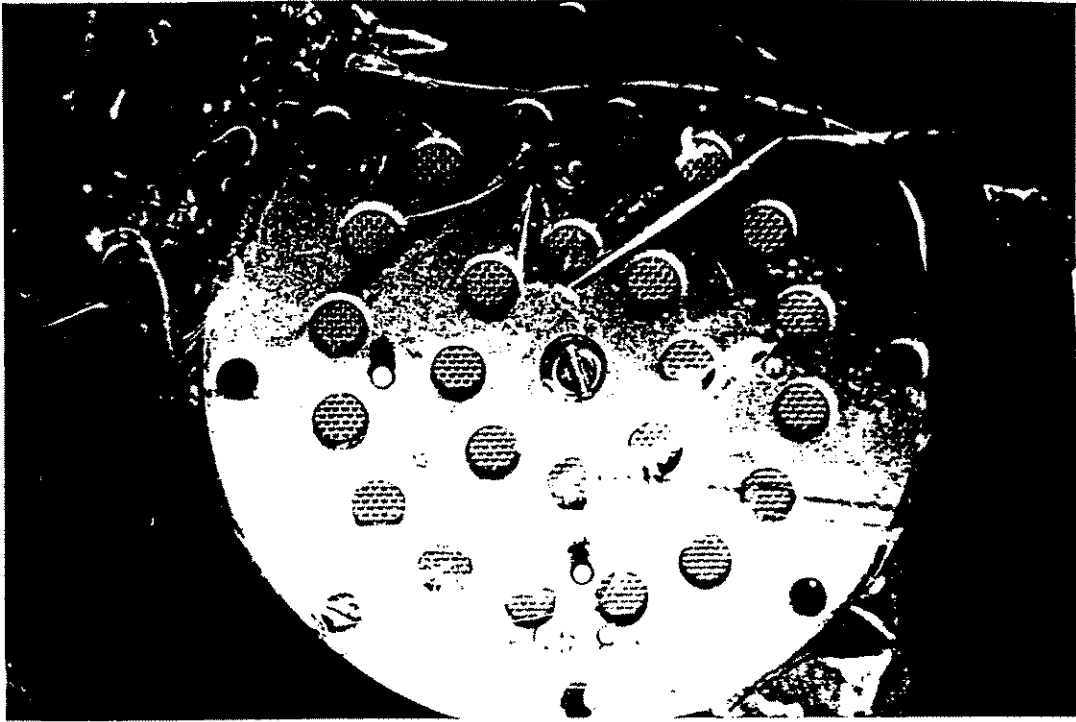
Photo of Pressure Gauge On Outside LP Tank

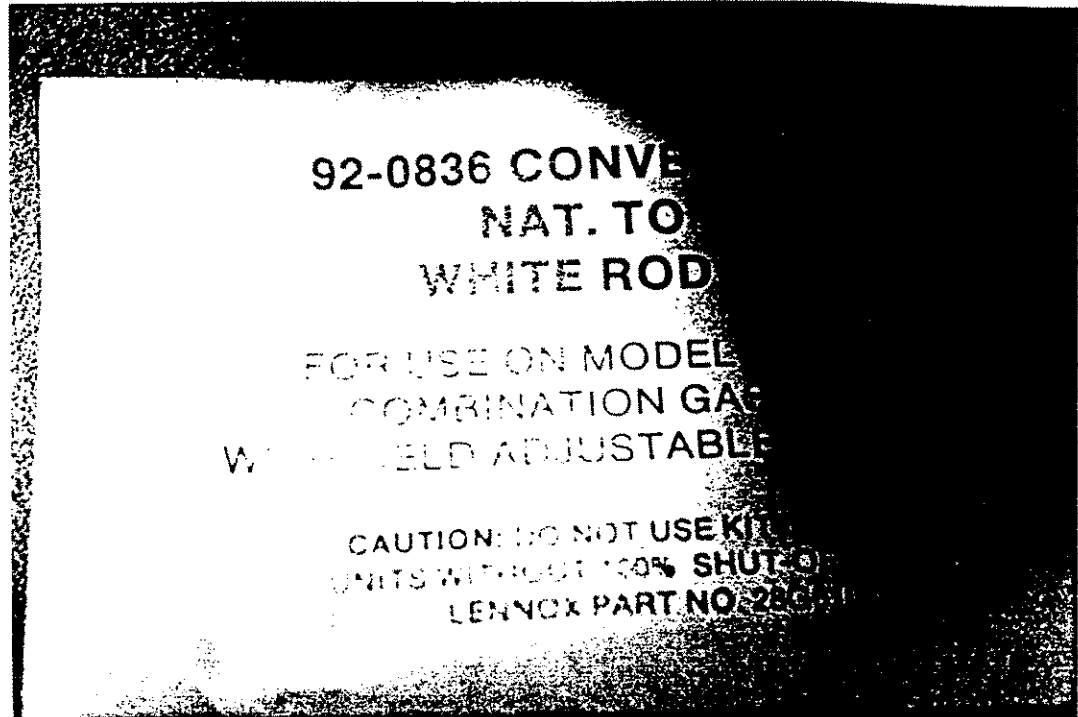
Cylinder Valve



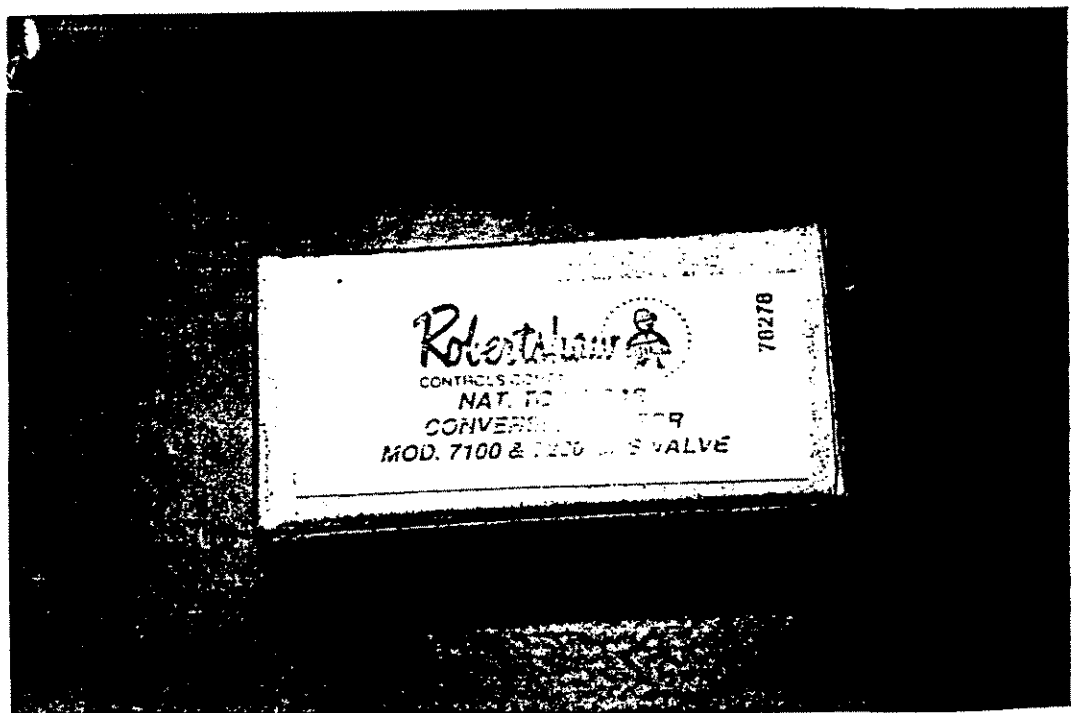


920827CCN2484





Photographs of spare conversion parts taken
at the insurance company office.
(Parts taken out of furnace by insurance company
which were in a box inside of the furnace on the
date of this incident.)



Excess

